MH CET LAW Legal Aptitude & Legal Reasoning

Sample Paper – 3

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: An occupier of premises owes a duty of care to all lawful visitors to take reasonable steps to make the premises reasonably safe. If the occupier fails to warn a visitor of a known danger that is not obvious, the occupier is liable for any injury resulting from that danger.

FACTS: Ratan owns a large shopping mall. The floor near the main entrance is polished marble and becomes extremely slippery when wet. Ratan is fully aware of this hazard but places no warning signs, anti-slip mats, or barriers. On a rainy afternoon, Meena, a customer, enters the mall, slips on the wet marble floor, and fractures her wrist.

(A) Ratan is not liable because Meena should have been careful while walking on a wet floor.

(B) Ratan is not liable because rain is a natural phenomenon beyond his control.

(C) Ratan is liable because he failed to take any reasonable steps to warn visitors about or remedy the known hazard on his premises.

(D) Meena is contributorily negligent and therefore Ratan bears no liability whatsoever.

Q2. PRINCIPLE: Conversion is an intentional act inconsistent with the owner's right to possession, such as permanently depriving the owner of their property or dealing with it in a manner entirely repugnant to the owner's title. The intention required is only the intention to commit the act, not necessarily the intention to commit a wrong.

FACTS: Sohail borrows his friend Dixit's expensive fountain pen for one day. Instead of returning it, Sohail begins using the pen as his own, sells it to a stationery shop, and tells Dixit that he has accidentally lost it. Dixit later discovers the truth when he sees his pen being sold in the shop.

(A) Sohail is not liable because Dixit voluntarily handed him the pen initially.

(B) Sohail is liable only for breach of contract for failing to return the pen as agreed.

(C) Sohail is liable for negligence because he carelessly lost the pen entrusted to him.

(D) Sohail is liable for conversion because he dealt with Dixit's pen in a manner completely inconsistent with Dixit's ownership rights by selling it and denying Dixit the return.

Q3. PRINCIPLE: The tort of deceit is constituted when a defendant makes a false statement of existing fact knowingly, or without belief in its truth, or recklessly as to its truth or falsity, with the intention that the claimant shall act upon it, and the claimant does so act and suffers damage as a result of that reliance.

FACTS: Priya wants to sell her car. She tells the prospective buyer Suresh that the car has run only 20,000 km, knowing fully well that the odometer reads 80,000 km and has been tampered with at her instruction. Suresh, believing Priya's statement, purchases the car at a high price. He later discovers the fraud and suffers a financial loss of Rs. 1.5 lakhs compared to the car's actual market value.

(A) Priya is liable for deceit because she made a knowingly false statement of fact to induce Suresh to contract, and he suffered damage as a result of acting on that statement.

(B) Priya is not liable because statements about a car's mileage are mere seller's puffery and cannot found a claim in deceit.

(C) Suresh is responsible for his own loss because he failed to inspect the car or verify the mileage before purchase.

(D) Priya is liable only for breach of warranty, not for the tort of deceit, as the misrepresentation was contractual in nature.

Q4. PRINCIPLE: Slander is the publication of a defamatory statement in transient form, particularly words spoken orally, to at least one third party. For ordinary slander, the claimant must prove special damage (actual financial or material loss). However, falsely and orally imputing to a person the commission of a criminal offence punishable with imprisonment is slander actionable per se, meaning no proof of special damage is required.

FACTS: Ganesh, in the presence of three colleagues at their workplace, tells them that Pradeep stole money from the office cash box. The statement is entirely false. Pradeep has not suffered any demonstrable financial loss because of the statement, but his reputation among the colleagues has been seriously damaged.

(A) Ganesh is not liable because Pradeep cannot prove any actual financial loss arising from the oral statement.

(B) Ganesh is liable for slander actionable per se because falsely imputing the criminal offence of theft is slander of a category that does not require proof of special damage.

(C) Ganesh is not liable because the statement was made to only three colleagues and the publication was too limited to be defamatory.

(D) Ganesh would be liable only if the defamatory statement had been published in writing, since oral statements are generally not actionable without special damage.

Q5. PRINCIPLE: Under the rule in Rylands v. Fletcher, a person who brings onto their land and keeps there, for their own purposes, anything likely to do mischief if it escapes, must keep it at their peril. If they fail to do so and the thing escapes and causes damage, they are strictly liable for all damage that is the natural consequence of the escape, regardless of whether they were negligent.

FACTS: Chemex Ltd. stores large quantities of highly corrosive industrial acid at their factory for commercial purposes. Due to a crack in the storage container — not caused by any negligence of the company — the acid escapes and flows into the adjacent residential area, destroying gardens, corroding house exteriors, and causing skin burns to a resident, Mr. Kelkar.

(A) Chemex Ltd. is not liable because the crack in the container was not caused by any negligence on their part.

(B) Chemex Ltd. is not liable because they had a lawful right to operate a chemical factory for commercial purposes.

(C) Chemex Ltd. is strictly liable under the rule in Rylands v. Fletcher because they brought a dangerous substance onto their land, it escaped, and caused damage to Mr. Kelkar.

(D) Mr. Kelkar must first establish that Chemex Ltd. was negligent in maintaining the container before he can succeed in a claim for damages.

Q6. PRINCIPLE: Inevitable accident is a complete defence to an action in tort. An inevitable accident is one that could not have been prevented by the exercise of ordinary care, caution, and skill. The defendant must demonstrate that the accident occurred despite all reasonable precautions having been taken and that the occurrence was beyond the control of any reasonable person.

FACTS: Anil was driving his car at a reasonable and lawful speed on a mountain highway during a winter night. An unprecedented and invisible patch of black ice — unforeseeable by any ordinarily prudent driver and about which no authority had issued any warning — had formed on the road. Anil's car skidded on the ice and collided with the roadside railing, causing minor damage to another parked vehicle. Anil had maintained his vehicle properly and had driven carefully throughout.

(A) Anil is liable because he should have slowed down sufficiently in winter conditions to avoid any possibility of skidding.

(B) Anil is liable because he was in control of the vehicle and therefore responsible for whatever it does on the road.

(C) Anil is not legally liable but is morally obligated to pay compensation as a humanitarian gesture.

(D) Anil is not liable because the skidding was an inevitable accident caused by an unforeseeable hazard that no exercise of ordinary care, caution, or skill could have prevented.

Q7. **PRINCIPLE:** Where two or more persons act jointly or in furtherance of a common design to commit a tort, each of them is jointly and severally liable for the entire damage caused, irrespective of their individual degree of participation. The injured party may sue any one or all of them and may recover the full damages from any single defendant.

FACTS: Harish and Ramesh, acting together pursuant to a pre-arranged plan, assault Vijay in a parking lot and cause him grievous hurt. Harish struck the first blow while Ramesh held Vijay from behind to prevent him from escaping. Vijay chooses to sue only Harish for the entire damage suffered.

(A) Harish is liable for the entire damage because he and Ramesh were joint tortfeasors acting pursuant to a common design, making each jointly and severally liable for the whole.

(B) Harish is liable only for his individual contribution — the first blow — and not for any participation by Ramesh.

(C) Vijay must name both Harish and Ramesh as defendants in the same suit to be entitled to any recovery.

(D) Harish is not liable for the entire damage because Ramesh was equally responsible and the liability should be split equally between them.

Q8. PRINCIPLE: A defendant is liable only for those consequences of their negligent act that are of a kind which a reasonable person would have foreseen as a likely result of the act. If the type of damage that actually occurs is entirely different from and unforeseeable by reference to the negligent act, the defendant is not liable for it even if some damage to the claimant was foreseeable (the Wagon Mound test of reasonable foreseeability of type of damage).

FACTS: Raj negligently spills a large quantity of heavy engine oil from his tanker onto a busy road near a garage. A pedestrian, unaware of the spill, strikes a match to light a cigarette; the flame ignites the oil, and the resulting fire spreads rapidly to a nearby warehouse, destroying it. An expert confirms it was not reasonably foreseeable that spilled engine oil on a road could be ignited and cause such a fire.

(A) Raj is liable for the warehouse fire because but for his negligence in spilling oil, no damage whatsoever would have occurred.

(B) Raj is not liable for the fire damage because the type of damage — a fire caused by the ignition of engine oil — was not a reasonably foreseeable consequence of merely spilling oil on a road, and the Wagon Mound test is not satisfied.

(C) Raj is fully liable because a negligent actor must compensate for all consequences, however remote, that flow from their negligent act.

(D) The pedestrian who lit the match is solely and entirely liable for the warehouse fire as the sole proximate cause.

Q9. PRINCIPLE: Where a legal right has been violated but the claimant has suffered no actual or substantial loss as a result of the wrong, the court may award nominal damages. Nominal damages are awarded to vindicate the claimant's legal right and to acknowledge that a legal wrong has occurred, not to compensate for any loss, and their amount is typically very small.

FACTS: Roshan trespasses on Preeti's fenced urban land by cutting across it to reach a road on the other side, a walk of about thirty seconds. He causes no damage whatsoever to the land, the fence (which had an unlocked gate), or to Preeti personally. Preeti sues Roshan for trespass. She freely admits she has suffered no actual damage.

(A) Preeti's suit will fail entirely because she has suffered no actual damage and trespass requires proof of damage to succeed.

(B) Preeti is entitled to exemplary (punitive) damages because trespass to land is treated as a particularly serious violation of property rights.

(C) Preeti is entitled to nominal damages because trespass to land is actionable per se — a legal right has been violated even without actual damage, and the court will vindicate that right.

(D) Preeti must prove actual damage to the land before a trespass claim can succeed in any court of law.

Q10. **PRINCIPLE:** Promissory estoppel operates to prevent a party from going back on a clear and unambiguous promise where the other party has detrimentally altered their position in reliance on that promise and it would be inequitable to allow the promisor to resile from it. The doctrine prevents the promisor from denying the promise even in the absence of formal consideration.

FACTS: National Construction Ltd. promises its sub-contractor, Mehta Builders, that it will extend the contract completion deadline by 60 days without imposing any extra charges, provided Mehta carries out additional drainage works on the site. Relying entirely on this promise, Mehta undertakes the extra works and incurs substantial additional costs. National Construction subsequently refuses to honour the extension and imposes late-completion penalties on Mehta.

(A) National Construction can freely revoke its promise because Mehta provided no fresh consideration to National Construction in exchange for the promised extension.

(B) The promise is unenforceable because promises to extend time must be in writing and signed to be legally binding.

(C) Mehta has no remedy because promissory estoppel can only be used as a shield (defence) and cannot give rise to any claim by a party.

(D) National Construction is estopped from going back on its promise because Mehta detrimentally relied on it by undertaking extra works, and it would be inequitable to allow National Construction to deny the extension.

Q11. PRINCIPLE: Under Indian contract law, every agreement by which any person is restrained from exercising a lawful profession, trade, or business of any kind is void to that extent. Post-employment non-compete clauses that prevent a former employee from working for a competitor after leaving the job are generally void as being in restraint of trade and against public policy, regardless of their duration or geographical scope.

FACTS: Startech Solutions, a software development company, includes a clause in Asha's employment contract providing that for two years after leaving Startech, Asha shall not work for any competing software company anywhere in India. Asha resigns and immediately joins a competitor firm. Startech seeks to enforce the non-compete clause and restrain Asha.

(A) The non-compete clause is void and unenforceable because it is a post-employment restraint that prevents Asha from exercising her lawful profession, which is against public policy under Indian contract law.

(B) The non-compete clause is valid and enforceable because Startech has a legitimate business interest in protecting itself from competition by former employees.

(C) The clause is valid and enforceable because its duration of two years is commercially reasonable and not excessive.

(D) Asha is liable in damages to Startech for breach of contract because she voluntarily agreed to the clause when she joined the company.

Q12. PRINCIPLE: A contract entered into by a minor (a person below the age of majority) is void ab initio in India — it is void from the very beginning and cannot be ratified or validated by the minor upon attaining majority. A minor can neither sue nor be sued upon such a contract. An exception exists only for contracts supplying necessaries suited to the minor's condition in life, in which case the minor's estate (not the minor personally) is liable.

FACTS: Kabir, aged sixteen, enters into a contract with a shopkeeper to purchase a high-end gaming laptop worth Rs. 80,000 on credit, to be repaid within three months. The laptop is clearly not a necessity for Kabir. Kabir takes delivery of the laptop but defaults on payment. The shopkeeper files a suit to recover the price from Kabir.

(A) Kabir must pay the price because he voluntarily took delivery of the goods and cannot now deny the contract.

(B) The contract is void ab initio since Kabir is a minor; the shopkeeper cannot recover the contract price of non-necessaries from a minor whose contracts are void from the beginning.

(C) The contract is initially unenforceable but becomes valid and binding when Kabir turns eighteen and can be deemed to have ratified it by his silence.

(D) Kabir is liable for the price because the shopkeeper acted in good faith and extended credit without knowing Kabir's age.

Q13. PRINCIPLE: When parties to a contract expressly stipulate that time is of the essence with respect to a particular obligation, failure to perform within the stipulated time amounts to a breach entitling the other party to treat the contract as repudiated. In contracts for the sale of immovable property, the court presumes time is not of the essence unless expressly stated; if expressly stated, the non-defaulting party may rescind.

FACTS: Arvind agrees to sell a plot of land to Suman for Rs. 50 lakhs. The contract expressly states: "Payment shall be made on or before 15 March 2025, time being of the essence; failing which the seller shall be entitled to treat this contract as void." Suman fails to make payment by 15 March 2025, citing unexpected banking delays. Arvind immediately declares the contract void and refuses to proceed with the sale.

(A) Arvind is still obligated to complete the sale because the banking delays were beyond Suman's personal control and amount to a reasonable excuse.

(B) Arvind is entitled only to nominal damages for the delay but must complete the sale, as the forfeiture clause is an unenforceable penalty.

(C) Arvind is entitled to treat the contract as repudiated and void because time was expressly of the essence and Suman failed to perform on the stipulated date without any lawful excuse.

(D) Suman can apply to court for specific performance of the contract and the court will order completion within a reasonable additional time despite the missed date.

Q14. PRINCIPLE: Anticipatory breach of contract occurs when a party, before the time for performance has arrived, expressly or by implication repudiates their obligation under the contract. Upon an anticipatory breach, the innocent party may either accept the repudiation and immediately sue for damages without waiting for the performance date, or treat the contract as still subsisting and wait until the performance date.

FACTS: In June 2025, Ram contracts to deliver 500 units of custom furniture to Dev's hotel by 1 December 2025. In August 2025, Ram writes a clear and unequivocal letter to Dev stating that he has accepted a much larger order from another client and will be unable to supply any furniture to Dev under their contract. Dev immediately files a suit for damages for breach of contract.

(A) Dev cannot sue yet because the contractual performance date of 1 December 2025 has not yet arrived and no breach has technically occurred.

(B) Dev must wait until December 2025 and only sue if Ram actually fails to deliver on that date, as Ram may change his mind before then.

(C) Ram's letter does not constitute an enforceable breach because circumstances could change before December 2025 and Ram might still perform.

(D) Dev is entitled to sue immediately for damages because Ram's unequivocal communication in August 2025 constitutes an anticipatory breach of contract, which the innocent party may act upon at once.

Q15. **PRINCIPLE:** Where parties to a contract stipulate a fixed sum to be paid upon breach, and that sum is a genuine pre-estimate of the loss likely to result from breach (made at the time of contracting), it constitutes liquidated damages and is enforceable. If the sum is extravagant and unconscionable — i.e., intended as a threat to secure performance rather than a genuine estimate — it is a penalty and the court will award only reasonable compensation, not exceeding the stipulated sum.

FACTS: Techfab Ltd. contracts with BuildRight Pvt. Ltd. for construction of a factory within 12 months. The contract provides that for every week of delay beyond 12 months, BuildRight shall pay Rs. 1 lakh per week, which both parties explicitly acknowledged at the time of signing as a fair and genuine pre-estimate of Techfab's weekly loss of production revenue during the delay. BuildRight delays by 8 weeks.

(A) Techfab is entitled to recover Rs. 8 lakhs as liquidated damages because the stipulated sum was a genuine pre-estimate of loss agreed by both parties, not a penalty, and is therefore enforceable.

(B) Techfab can recover damages only if it produces week-by-week proof of its actual production losses during the delay period.

(C) The clause is unenforceable as a penalty clause because any pre-specified sum for breach is inherently penal in Indian law.

(D) BuildRight's liability for delay is capped by the total contract value regardless of any liquidated damages clause the parties agreed to.

Q16. **PRINCIPLE:** The Directive Principles of State Policy (DPSPs) contained in Part IV of the Indian Constitution are not enforceable by any court (Article 37). They are fundamental in the governance of the country and it shall be the duty of the State to apply these principles in making laws. Article 39(d) specifically directs the State to ensure equal pay for equal work for both men and women.

FACTS: Sunita, a female government employee, discovers she is paid a salary 20% lower than her male counterpart Rajan, though both perform identical duties in the same department under the same service rules. No legislation giving effect to equal pay exists in that state. Sunita files a writ petition seeking enforcement of Article 39(d) directly as a constitutional guarantee.

(A) Sunita will succeed because Article 39(d) is a directly justiciable constitutional guarantee that can be enforced through writ jurisdiction.

(B) Article 39(d) is not directly enforceable in court as it is a DPSP; however, if legislation such as the Equal Remuneration Act exists and applies, Sunita may enforce those statutory rights.

(C) Sunita has no remedy whatsoever because courts cannot make any use of DPSPs in any proceeding.

(D) The State is constitutionally obligated to pay Sunita equally and she can directly enforce Article 39(d) through a writ of mandamus compelling equal pay.

Q17. **PRINCIPLE:** When a Proclamation of National Emergency under Article 352 of the Indian Constitution is in operation, Article 358 suspends the guarantees under Article 19 for the duration of the Emergency. However, Articles 20 and 21 of the Constitution — relating to protection against arbitrary conviction and the right to life and personal liberty respectively — cannot be suspended even during a National Emergency; they remain enforceable at all times.

FACTS: A Proclamation of National Emergency is in force. The central government issues an executive order restricting freedom of movement under Article 19(1)(d) and also purports to suspend the right to life and personal liberty under Article 21. A citizen detained under the order challenges the suspension of Article 21 before the court.

(A) The citizen cannot challenge anything during an Emergency because all fundamental rights are automatically suspended when a National Emergency is proclaimed.

(B) The government's action is entirely valid because a National Emergency proclamation grants the central government plenary power over all rights including Article 21.

(C) The suspension of Article 21 is unconstitutional because Articles 20 and 21 cannot be suspended even during a National Emergency, and the citizen's challenge must succeed.

(D) The suspension is valid because it is the President who proclaimed the Emergency, and the President has the authority to suspend any fundamental right during such a proclamation.

Q18. **PRINCIPLE:** Under Article 356 of the Indian Constitution, the President may proclaim President's Rule in a State if satisfied, on receipt of a report from the Governor or otherwise, that the government of that State cannot be carried on in accordance with the provisions of the Constitution. The Supreme Court has held that such satisfaction must be based on relevant material, the President must explore the possibility of forming an alternative government, and judicial review of the proclamation is available.

FACTS: The Governor of State X sends a report to the President stating that the ruling coalition has lost its majority in the state assembly after two partners withdrew support. Without making any inquiry into whether an alternative government could be formed, the President immediately issues a Proclamation of President's Rule. Opposition parties holding a majority between them challenge the proclamation.

(A) The proclamation is valid and conclusive because the Governor's report is sufficient constitutional basis and cannot be questioned.

(B) The proclamation is entirely valid because Article 356 gives the President absolute discretionary power that is non-justiciable.

(C) The proclamation is valid because Article 356 requires no further inquiry or verification beyond the receipt of the Governor's report.

(D) The proclamation may be struck down as unconstitutional because the President failed to explore the possibility of an alternative government before invoking Article 356, and courts can review whether the presidential satisfaction was reached on relevant and adequate material.

Q19. **PRINCIPLE:** The right to privacy is an intrinsic part of the right to life and personal liberty guaranteed under Article 21 of the Indian Constitution. Any state action that intrudes upon a person's reasonable expectation of privacy must be authorised by law, must pursue a legitimate aim, and must satisfy the test of proportionality with adequate procedural safeguards. In the absence of lawful authority, surveillance by the state violates Article 21.

FACTS: Intelligence officers of State Zenith intercept and record all telephone calls made by journalist Fauzia over six months without any warrant, court order, or statutory authorisation, claiming they suspect her of being in contact with anti-national elements. After six months of surveillance, no evidence of any anti-national contact is found.

(A) The state's action violates Fauzia's right to privacy under Article 21 because it is not authorised by any law, lacks procedural safeguards, and the intrusion is disproportionate to any legitimate aim established.

(B) The state's action is constitutionally valid because concerns of national security override individual privacy rights without requiring any legal authority.

(C) Fauzia has no right to privacy as a journalist because journalism is a public activity and journalists must accept state scrutiny.

(D) Article 21 does not extend to protection of telephone communications because the Constitution does not expressly use the word "privacy" anywhere in its text.

Q20. PRINCIPLE: Article 368 of the Indian Constitution prescribes the procedure for constitutional amendment. Amendments to most provisions require a special majority — that is, a majority of the total membership of each House and not less than two-thirds of members present and voting. An amendment enacted without following the mandatory procedure prescribed under Article 368 is unconstitutional and void, regardless of Presidential assent.

FACTS: Parliament decides to amend Article 19 of the Constitution to add a new restriction on freedom of speech. The amendment bill is passed by a simple majority (more than 50% of members present and voting) in both Houses of Parliament, without obtaining the two-thirds special majority required under Article 368. The President gives assent. A citizen challenges the validity of the amendment.

(A) The amendment is constitutionally valid because Presidential assent cures any procedural deficiency in the enactment of a constitutional amendment.

(B) The amendment is unconstitutional and void because it was not passed by the special majority required under Article 368, and a procedurally defective constitutional amendment cannot stand.

(C) The amendment is valid because Parliament is the supreme legislative body and possesses sovereign power to amend the Constitution by whatever majority it deems appropriate.

(D) Only the Supreme Court has the power to amend fundamental rights by exercising its judicial review jurisdiction; Parliament cannot do so at all.

Q21. PRINCIPLE: Under the Bharatiya Nyaya Sanhita (BNS) 2023, robbery occurs when theft or extortion is accompanied by the use of force or the threat of force against any person. Dacoity is committed when five or more persons conjointly commit or attempt to commit robbery. All persons who conjointly participate — including those who stand guard or assist — are guilty of dacoity.

FACTS: Ashok, Bhola, Chetan, Dev, and Ekta together stop a merchant on a deserted road. Ashok and Bhola directly snatch the merchant's cash at gunpoint while Chetan, Dev, and Ekta guard the exits, preventing anyone from intervening or escaping. The merchant is not physically harmed.

(A) All five are guilty of robbery only, because the offence remains robbery regardless of the number of participants unless actual violence beyond threat is used.

(B) Only Ashok and Bhola are guilty of any offence because they were the only ones who directly committed the act of snatching.

(C) All five are guilty of dacoity because five or more persons conjointly committed robbery, and those who guarded the exits participated in the common enterprise.

(D) The act amounts to mere theft and not robbery or dacoity because the merchant was not actually physically harmed during the incident.

Q22. **PRINCIPLE:** Under the BNS 2023, kidnapping from lawful guardianship applies only to minors (below the age of majority) or persons of unsound mind who are taken from the keeping of their lawful guardian. Abduction is the taking or enticing away of any person, irrespective of age, by force, compulsion, or deceitful means from any place. For an adult of sound mind taken by force, the correct offence is abduction and not kidnapping.

FACTS: Nalini, a 30-year-old woman of sound mind, is forcibly taken from her home by her uncle against her will and without her consent. The uncle, disapproving of her choice of marriage partner, intends to keep her confined until she abandons the proposed marriage. Nalini files a complaint.

(A) The uncle is guilty of kidnapping because Nalini was taken from her home entirely against her will and without her consent.

(B) The uncle is not guilty of any criminal offence because as a family member he has a legitimate interest in preventing an unsuitable marriage.

(C) The uncle is guilty of kidnapping from lawful guardianship because the family home constitutes lawful guardianship over any member residing there.

(D) The uncle is guilty of abduction and not kidnapping, because Nalini is a 30-year-old adult of sound mind and kidnapping from lawful guardianship under the BNS applies only to minors or persons of unsound mind.

Q23. PRINCIPLE: A person is guilty of an attempt to commit an offence when, with the requisite criminal intention, they take a step beyond mere preparation that constitutes a direct movement towards the commission of the offence. An attempt is punishable as a criminal act even where the substantive offence is not completed, provided the failure to complete was due to a factor beyond the accused's control rather than a voluntary abandonment.

FACTS: Siva, with a clear intention to kill Mohan, loads a pistol and fires it directly at Mohan from a distance of two metres. The bullet misses Mohan entirely because Mohan unexpectedly ducked at the precise moment the gun was fired. Siva argues that since Mohan is completely unharmed, no criminal offence has been made out.

(A) Siva is guilty of attempt to commit culpable homicide because he took a direct step towards killing Mohan with the requisite intention, and the failure to kill Mohan was entirely due to a factor beyond Siva's control.

(B) Siva is not guilty of any offence because Mohan suffered no harm and criminal liability requires that actual harm be caused to the intended victim.

(C) Siva is guilty only of the lesser offence of causing public danger by recklessly discharging a firearm, not of any offence related to harm to Mohan specifically.

(D) Siva cannot be convicted of any attempt because merely firing a gun without hitting the target constitutes no more than preparation and does not cross the threshold of an attempt.

Q24. PRINCIPLE: The Bharatiya Nyaya Sanhita (BNS) 2023, which replaced the Indian Penal Code, 1860, re-codified and renumbered all major criminal offences. The offence of cheating and dishonestly inducing the delivery of property — previously Section 420 of the IPC — has been allocated a new section number in the BNS 2023. Law students and practitioners must apply the new BNS section numbers to offences that were formerly known by their IPC numbers.

FACTS: During a law examination, a student is asked: "Under the Bharatiya Nyaya Sanhita 2023, which section corresponds to the offence that was previously Section 420 of the Indian Penal Code (cheating and dishonestly inducing delivery of property)?"

(A) Section 415 of the BNS 2023.

(B) Section 318 of the BNS 2023.

(C) Section 420 of the BNS 2023, as that number has been retained in the new code.

(D) Section 302 of the BNS 2023.

Q25. PRINCIPLE: The Indian Divorce Act, 1869 (as amended) governs matrimonial disputes among Christians in India. Under the Act, a petition for divorce may be filed on grounds including adultery, desertion without reasonable excuse for a continuous period of two or more years, cruelty, unsoundness of mind, communicable venereal disease, and leprosy. Either spouse may petition for divorce on the ground of desertion by the other.

FACTS: Thomas, a Christian, has been living separately from his wife

Cynthia for over three years. During this entire period, Cynthia voluntarily left the matrimonial home without any just cause, made no attempt to resume cohabitation, and refused all contact with Thomas. Thomas files a petition for divorce on the ground of desertion. Cynthia argues that Christians can only seek divorce on the ground of adultery.

(A) Thomas cannot seek divorce because under the Indian Divorce Act in its original unamended form, a Christian husband may only petition for divorce on the ground of adultery by the wife.

(B) Thomas cannot seek divorce because the Indian Divorce Act, 1869, as a colonial era statute, applies only to women petitioners.

(C) Thomas is entitled to seek divorce on the ground of desertion because Cynthia has deserted him without reasonable cause for more than two years, which is a valid ground for divorce under the Indian Divorce Act as amended.

(D) Thomas must first obtain a decree of judicial separation and allow a further statutory waiting period to expire before he can petition for divorce on the ground of desertion.

Q26. PRINCIPLE: Under the Hindu Adoptions and Maintenance Act, 1956, a Hindu male who has a living wife must obtain her consent before making an adoption. A Hindu widow, however, has an independent statutory right to adopt a child in her own name and on her own authority. No consent from any other family member, relative, or family elder is required for a Hindu widow to make a valid adoption.

FACTS: Savitri is a childless Hindu widow. Her late husband's younger brother, Govind, insists that Savitri cannot legally adopt a child without his consent as the senior male member of the family. Savitri wishes to adopt a five-year-old boy. She asks her lawyer whether Govind's consent is necessary.

(A) Savitri cannot adopt the child without Govind's consent because as the senior male member of the deceased husband's family, Govind stands in the position of a guardian over family matters.

(B) Savitri must obtain a court order authorising the adoption because she is a widow and cannot adopt unilaterally without judicial approval.

(C) Savitri can proceed with the adoption only after obtaining the written consent of the deceased husband's close relatives, as is the custom under Hindu personal law.

(D) Savitri, being a Hindu widow, has an independent statutory right under the Hindu Adoptions and Maintenance Act, 1956 to adopt a child; she requires no consent from Govind or any other family member.

Q27. PRINCIPLE: Under Hindu matrimonial law (Section 9, Hindu Marriage Act, 1955), when either spouse has, without reasonable excuse, withdrawn from the society of the other, the aggrieved party may apply to the district court for restitution of conjugal rights. The court, on being satisfied that the statement in the petition is true and that there is no legal ground for refusing the application, may pass a decree for restitution. The burden of proving a reasonable excuse for withdrawal lies on the spouse who has withdrawn.

FACTS: Vinay and Sheela are a married Hindu couple living together. Without any prior dispute, quarrel, or stated reason, Sheela abruptly leaves the matrimonial home and begins residing with her parents in another city. She refuses all attempts by Vinay at reconciliation. Vinay files a petition for restitution of conjugal rights. Sheela does not offer any reason for her departure.

(A) Vinay is entitled to a decree of restitution of conjugal rights because Sheela has withdrawn from his society without any reasonable excuse and has not discharged the burden of justifying her withdrawal.

(B) Vinay's petition will fail because a court cannot compel a wife to physically return to the matrimonial home against her will as this would violate her personal liberty.

(C) Sheela is entitled to reside wherever she chooses as an exercise of her fundamental right to freedom of movement under Article 19, which overrides matrimonial law obligations.

(D) The court has no jurisdiction to interfere in domestic and matrimonial arrangements made privately between a husband and wife.

Q28. PRINCIPLE: The maxim "nemo dat quod non habet" means "no one can give what they do not have." A seller or transferor cannot pass to a buyer or transferee a better title to property than the seller or transferor themselves possesses. A purchaser, however bona fide and however much they pay, cannot acquire a valid title from a person who has no title or only a defective title to the property, unless a specific statutory exception applies.

FACTS: Dilip is in possession of a motorcycle that was stolen from its true owner, Vivek. Dilip sells the motorcycle to Sunil, who purchases it in good faith, without any knowledge of the theft, and pays the full fair market value. Vivek subsequently traces his motorcycle to Sunil and demands its return. Sunil refuses, claiming he is a bona fide purchaser for value.

(A) Sunil's title to the motorcycle is good and Vivek cannot recover it because Sunil was a bona fide purchaser who paid the full market value without any notice of the theft.

(B) Vivek is entitled to recover the motorcycle from Sunil because Dilip, having no title to the motorcycle, could not transfer any title to Sunil; nemo dat quod non habet.

(C) Sunil acquires a good title because his good faith and payment of full value cure the defect in Dilip's title under the general law of property.

(D) Dilip is personally liable in damages to both Vivek and Sunil but once the motorcycle has been sold Vivek loses the right to recover the specific asset.

Q29. PRINCIPLE: The maxim "ignorantia juris non excusat" (also stated as "ignorantia legis neminem excusat") means that ignorance of the law is no excuse. Every person is presumed to know the law of the land and cannot escape legal liability or consequence by claiming unawareness of a particular legal rule or regulation. This applies equally to nationals and to foreigners resident in the jurisdiction.

FACTS: Keerthi, a foreign national who has been living and working in India for six months on a valid visa, parks her car in a clearly marked no-parking zone in front of a government hospital. She is issued a traffic challan. Keerthi contests the challan before the traffic authority, arguing that she was unaware of Indian traffic regulations as a foreign national who had no prior exposure to them.

(A) Keerthi's claim will succeed because a foreign national cannot be presumed to know the specific traffic regulations of a country where they have resided for only six months.

(B) Keerthi's claim will succeed because she can demonstrate she took reasonable steps to familiarise herself with Indian culture and laws, which should excuse her technical non-compliance.

(C) Keerthi's claim will fail because ignorantia juris non excusat — ignorance of the law excuses no one, and Keerthi is equally bound by Indian traffic regulations regardless of her nationality or the duration of her stay.

(D) Keerthi's claim may partially succeed if she establishes that the no-parking signage was unclear or that the relevant regulation had not been adequately publicised.

Q30. PRINCIPLE: The maxim "actus non facit reum, nisi mens sit rea" means that an act does not make a person criminally guilty unless the mind is also guilty. For criminal liability in respect of most serious offences, both a guilty act (actus reus) and a guilty mind (mens rea) must be present. Where the physical act is committed without the requisite mental element (intention, knowledge, or recklessness as required), criminal liability generally does not arise for serious offences.

FACTS: Dr. Padma, an experienced surgeon, performs a complex operation on a patient in strict compliance with established medical protocols. During surgery, an extraordinarily rare and unforeseeable complication arises. Dr. Padma makes an inadvertent technical error in responding to it — an error that any surgeon of similar experience might have made in those unprecedented circumstances — and the patient dies. Dr. Padma had no intention to harm the patient and exercised the best judgment available to her at the time.

(A) Dr. Padma is guilty of murder because the patient's death was directly caused by her act during the operation.

(B) Dr. Padma is guilty of culpable homicide not amounting to murder because death resulted from a voluntary act she performed, regardless of her intention.

(C) Dr. Padma is guilty of criminal negligence because a surgeon is held to a higher standard and any technical error resulting in death attracts strict liability.

(D) Dr. Padma is not guilty of any criminal homicide offence because she lacked the guilty mind — she had no intention to harm, the error was inadvertent and unforeseeable, and the requisite mens rea is absent.

Q31. PRINCIPLE: Under the Transfer of Property Act, 1882: In a *simple mortgage*, the mortgagor does not deliver possession of the mortgaged property to the mortgagee; the mortgagor personally undertakes to repay the debt, and agrees that in default the mortgagee may cause the mortgaged property to be sold. In a *usufructuary mortgage*, the mortgagor delivers possession of the mortgaged property to the mortgagee, who is authorised to retain it and to receive the rents and profits and appropriate them in lieu of interest or towards repayment of the mortgage money. The key distinction is whether possession of the property passes to the mortgagee.

FACTS: Laxmi mortgages her house to a bank to secure a loan. Under the terms of the mortgage deed, Laxmi continues to reside in and possess the house throughout the loan period. The bank holds only the title deeds. If Laxmi defaults on repayment, the bank is entitled to have the house sold through court proceedings to recover the outstanding amount. In a legal examination, a student is asked to classify this mortgage.

(A) This is a simple mortgage: Laxmi (mortgagor) retains possession throughout; in default the bank's (mortgagee's) remedy is to cause the property to be sold, which are the defining characteristics of a simple mortgage.

(B) This is a usufructuary mortgage because the bank holds the title deeds, which is equivalent to holding possession of the property for mortgage purposes.

(C) This is an English mortgage because the bank's ultimate remedy upon default is the sale of the property, which is the hallmark of an English mortgage.

(D) This is an anomalous mortgage because it combines elements of both a simple mortgage and a mortgage by deposit of title deeds and does not fit neatly into any standard category.

Q32. **PRINCIPLE:** In *Vishakha v. State of Rajasthan* (1997), the Supreme Court of India, in exercise of its powers under Article 32 and in the absence of enacted domestic legislation protecting women against workplace sexual harassment, laid down comprehensive and binding guidelines — the Vishakha Guidelines — to be treated as law until suitable legislation was enacted. The Court held that sexual harassment of women at the workplace violates the fundamental rights guaranteed under Articles 14, 19, and 21 of the Constitution.

FACTS: In a law school examination, students are asked: "In *Vishakha v. State of Rajasthan* (1997), what did the Supreme Court of India establish and on what constitutional basis?"

(A) The Supreme Court established a fundamental right to maternity leave for working women based solely on Article 21, holding that childbirth is an essential component of the right to life.

(B) The Supreme Court laid down binding guidelines (Vishakha Guidelines) to prevent and redress workplace sexual harassment of women, holding it to be a violation of fundamental rights under Articles 14, 19, and 21, and declared these guidelines to be binding law until Parliament enacted appropriate legislation.

(C) The Supreme Court directed the central government to enact a specific statute on workplace sexual harassment within six months under threat of contempt proceedings, which is why the Sexual Harassment of Women at Workplace Act was passed.

(D) The Supreme Court held that workplace sexual harassment constitutes the criminal offence of outraging a woman's modesty under the then-existing provisions of the Indian Penal Code and directed prosecution of offenders.

Detailed Solutions

Q1.

Solution

Concept — Occupiers' Liability: An occupier owes a duty to all lawful visitors to take reasonable care to make premises safe. Where the occupier is aware of a hazard that is not obvious to visitors and takes no steps to warn or remedy it, any injury flowing from that hazard attracts liability.

Step 1 — Identify the legal rule: The principle requires the occupier to take *reasonable steps* to make premises safe for lawful visitors. Failure to warn of a *known*, non-obvious danger is a breach of that duty.

Step 2 — Apply to facts: Ratan knew the marble floor became dangerously slippery when wet. He took no steps — no warning signs, no mats, no barriers. Meena was a lawful visitor (customer). Her injury flows directly from the known, unaddressed hazard. Ratan has breached his duty.

Why other options are wrong:

- Option (A): A lawful visitor is entitled to rely on the occupier having taken reasonable precautions; telling Meena to be careful does not discharge the occupier's duty.
- Option (B): Rain is foreseeable; the resulting slipperiness on polished marble is a known risk for which Ratan must prepare.
- Option (D): Contributory negligence may reduce damages but the principle as stated makes the occupier primarily liable for failing to address a known hazard; no facts support Meena being unreasonably careless.

Final Answer: Ratan is liable for breach of occupier's duty of care $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q1

Q2.

Solution

Concept — Conversion: Conversion is an intentional dealing with another's chattel in a manner so inconsistent with the owner's right to possession that it justifies requiring the defendant to pay the full value. Selling another's property as one's own is a classic instance of conversion.

Step 1 — Identify the legal rule: The principle requires an intentional act inconsistent with the owner's title — permanently depriving the owner or dealing with the property repugnant to their title. The intent to *commit the act* (not to commit a wrong) suffices.

Step 2 — Apply to facts: Sohail intentionally sold Dixit's pen to a third party and falsely claimed it was lost. This is a deliberate act of treating the pen as his own and permanently depriving Dixit of it — the textbook definition of conversion.

Why other options are wrong:

- Option (A): Voluntarily lending property does not transfer title or the right to sell it; Dixit's ownership right persisted.
- Option (B): Breach of contract (failure to return) is a separate cause of action; the deliberate sale, treating the property as one's own, constitutes the independent tort of conversion.
- Option (C): Negligence requires a careless act; Sohail's sale was wholly deliberate, not careless.

Final Answer: Sohail is liable for conversion $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q2

Q3.

Solution

Concept — Deceit (Fraud): The tort of deceit requires: (i) a false statement of existing fact; (ii) made knowingly, without belief in its truth, or recklessly; (iii) with intent that the claimant act on it; (iv) the claimant does act on it; and (v) suffers damage thereby.

Step 1 — Identify the legal rule: All five elements must be satisfied. Critically, the defendant must know the statement is false (or be reckless as to its truth) and must intend the claimant to rely on it.

Step 2 — Apply to facts: Priya (i) stated a false mileage figure; (ii) knew it was false (odometer tampered at her instruction); (iii) made the statement to induce Suresh to buy; (iv) Suresh relied on it and bought the car; (v) Suresh suffered a loss of Rs. 1.5 lakhs. All five elements are satisfied.

Why other options are wrong:

- Option (B): A specific false statement of fact about mileage is not mere puffery; puffery covers vague praise ("great car"), not precise factual misrepresentations.

- Option (C): The buyer's failure to verify does not extinguish the seller's liability for deliberate fraud; the law of deceit protects those who reasonably rely on false statements of fact.
- Option (D): Where the elements of deceit are fully made out, the claimant may sue in tort; breach of warranty is a concurrent but separate remedy.

Final Answer: Priya is liable for the tort of deceit $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q3

Q4.

Solution

Concept — Slander Actionable Per Se: Slander generally requires proof of special damage. An exception is slander that falsely imputes to the claimant the commission of a criminal offence punishable with imprisonment — this is actionable per se, meaning it is actionable without proof of actual financial loss.

Step 1 — Identify the legal rule: Theft is a criminal offence punishable with imprisonment. A false oral imputation of theft falls within the category of slander actionable per se; no special damage need be proved.

Step 2 — Apply to facts: Ganesh orally and falsely accused Pradeep of stealing. The statement was published to at least three colleagues. Because it falsely imputes the criminal offence of theft, it is actionable per se. Pradeep need not prove financial loss.

Why other options are wrong:

- Option (A): Special damage is required only for ordinary slander, not for slander actionable per se; the theft imputation removes the need to prove financial loss.
- Option (C): Publication to three colleagues is sufficient; there is no minimum-number requirement beyond one third party for publication to be established.
- Option (D): The distinction between libel and slander relates to the form of publication; oral publication (slander) of a criminal imputation is actionable per se — writing is not required.

Final Answer: Ganesh is liable for slander actionable per se $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q4

Q5.

Solution

Concept — Rule in Rylands v. Fletcher (Strict Liability): This rule imposes strict liability — liability without proof of negligence — on a defendant who brings onto their land something likely to do mischief if it escapes, and it does escape and cause damage. The absence of negligence is irrelevant to liability.

Step 1 — Identify the legal rule: Requirements: (i) the defendant brought a dangerous thing onto the land; (ii) for their own purposes (non-natural use); (iii) it escaped; (iv) damage resulted. No negligence need be proved.

Step 2 — Apply to facts: Chemex Ltd. (i) brought large quantities of corrosive acid onto their land; (ii) for commercial purposes (non-natural use); (iii) the acid escaped through a crack; (iv) it damaged Mr. Kelkar's property and person. All elements are satisfied; strict liability applies.

Why other options are wrong:

- Option (A): Strict liability under Rylands v. Fletcher does not require proof of negligence; the absence of fault is immaterial.
- Option (B): The right to operate a business does not provide immunity; bringing a dangerous substance in non-natural quantities is the basis of liability.
- Option (D): Rylands v. Fletcher imposes strict (no-fault) liability; Mr. Kelkar need not prove negligence.

Final Answer: Chemex Ltd. is strictly liable under Rylands v. Fletcher $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q5

Q6.

Solution

Concept — Inevitable Accident: An inevitable accident is one that could not be prevented by the exercise of ordinary care, caution, and skill. It is a complete defence to tortious liability. The defendant must show: (i) all reasonable precautions were taken; and (ii) the accident occurred due to circumstances beyond any reasonable person's control.

Step 1 — Identify the legal rule: The defence succeeds when the accident was genuinely unforeseeable and unpreventable despite all reasonable care. Black ice that is invisible and about which no warning has been issued qualifies as such a hazard.

Step 2 — Apply to facts: Anil drove at a reasonable speed, maintained his vehicle, and exercised ordinary care. The black ice was invisible, unprecedented, and unforeseeable. No authority had issued any warning. No precaution within ordinary skill could have prevented the skid. The defence of inevitable accident applies.

Why other options are wrong:

- Option (A): The standard is "ordinary care"; there is no duty to drive at a crawl on all winter roads merely because black ice is a theoretical possibility where none was foreseeable.
- Option (B): Being in control of the vehicle creates a duty of ordinary care, not strict liability; the defence of inevitable accident recognises that control does not make every accident avoidable.
- Option (C): Legal liability and moral obligation are distinct; the principle establishes a legal defence, not a moral duty to pay.

Final Answer: Anil is not liable; inevitable accident is established $\Rightarrow \boxed{\text{D}}$

$\boxed{\textbf{Answer: (D)}}$ Go Back to Q6

Q7.

Solution

Concept — Joint Tortfeasors: Where two or more persons act pursuant to a common design to commit a tort, each is jointly and severally liable for the entire damage. The injured party may select any one defendant and recover the full damage from that person alone.

Step 1 — Identify the legal rule: Joint and several liability means the full quantum of damages can be recovered from any one joint tortfeasor. Acting in furtherance of a common design makes all participants liable for the whole, regardless of their individual contribution.

Step 2 — Apply to facts: Harish and Ramesh had a pre-arranged plan; they acted together in furtherance of it. Ramesh holding Vijay was as integral to the assault as Harish striking the blow. Vijay is entitled to sue Harish alone and recover the entire damages.

Why other options are wrong:

- Option (B): Joint and several liability precludes apportionment as a defence against the claimant; Harish cannot limit his liability to his individual act.

- Option (C): The claimant has the right to sue any one, some, or all joint tortfeasors; he need not join all defendants.
- Option (D): Equal responsibility between tortfeasors is relevant only to contribution claims between them, not to the claimant's right to sue one for the whole.

Final Answer: Harish is liable for the entire damage as a joint tortfeasor ⇒ $\boxed{\text{A}}$

Answer: (A) Go Back to Q7

Q8.

Solution

Concept — Remoteness of Damage (Wagon Mound Test): The Wagon Mound (No. 1) test limits liability to damage of a *type* that a reasonable person would have foreseen as a likely consequence of the negligent act. If the type of damage is unforeseeable, the defendant is not liable even if some damage was foreseeable.

Step 1 — Identify the legal rule: Foreseeability is judged by the *type* of damage, not by its exact manner of occurrence. The question is whether a reasonable person spilling engine oil on a road would foresee that it could be ignited and cause a fire damaging distant property.

Step 2 — Apply to facts: The expert confirms the fire resulting from oil ignition was not reasonably foreseeable from the act of spilling engine oil on a road. The type of damage (fire damage to a warehouse) was unforeseeable. Raj's liability therefore does not extend to this damage.

Why other options are wrong:

- Option (A): The "but for" test establishes factual causation, not legal liability; remoteness still operates to exclude damage of an unforeseeable type.
- Option (C): The Wagon Mound test specifically limits the "all consequences" rule of Re Polemis; defendants are not liable for all consequences however remote.
- Option (D): The pedestrian is a novus actus interveniens, but the primary question on these facts is whether the type of damage was foreseeable from Raj's act; the principle applied here is the Wagon Mound remoteness test.

Final Answer: Raj is not liable; damage was of an unforeseeable type ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q8

Q9.

Solution

Concept — Nominal Damages and Trespass Per Se: Trespass to land is actionable per se — the claimant need not prove actual damage to bring a successful action. Where a legal right has been violated without causing actual loss, the court awards nominal damages to vindicate the right.

Step 1 — Identify the legal rule: The principle expressly states: a technical wrong with no actual loss warrants nominal damages. Trespass to land is a wrong that requires no proof of damage; nominal damages follow automatically.

Step 2 — Apply to facts: Roshan entered Preeti's land without permission. That is a trespass. Preeti need not prove any damage. However, since she suffered no actual loss, the appropriate remedy is nominal damages — a small sum acknowledging the violation of her right.

Why other options are wrong:

- Option (A): Because trespass is actionable per se, the suit does not fail for want of proof of damage.
- Option (B): Exemplary (punitive) damages require a defendant's conduct to be particularly outrageous or in conscious disregard of the claimant's rights; walking briefly across an unguarded gate does not meet that threshold.
- Option (D): This incorrectly states the law; trespass to land is actionable without proof of actual damage.

Final Answer: Preeti is entitled to nominal damages for trespass per se $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q9

Q10.

Solution

Concept — Promissory Estoppel: The doctrine prevents a promisor from retracting a clear promise when the promisee has detrimentally relied on it. Under Indian law, equitable estoppel can operate to prevent revocation of a promise that was intended to be acted upon and was acted upon to the promisee's detriment.

Step 1 — Identify the legal rule: The principle requires: (i) a clear and unambiguous promise; (ii) intention by the promisor that the promisee rely on it; (iii) detrimental reliance; and (iv) inequitability of allowing retraction. Absence of consideration does not defeat estoppel.

Step 2 — Apply to facts: National Construction made an unambiguous promise of a 60-day extension. Mehta, in reliance, undertook additional costly drainage works. Allowing National Construction to retract would cause serious injustice to Mehta who altered its position to its detriment.

Why other options are wrong:

- Option (A): Promissory estoppel by definition operates without fresh consideration; the absence of consideration is precisely why the doctrine exists.
- Option (B): Estoppel is an equitable doctrine and does not require writing; it operates to prevent unconscionable conduct.
- Option (C): Under Indian law, estoppel may operate more broadly than merely as a shield; moreover, Mehta is using it defensively against the penalty claim, which is a classic shield use.

Final Answer: National Construction is estopped from retracting its promise ⇒ $\boxed{\text{D}}$

Answer: (D) Go Back to Q10

Q11.

Solution

Concept — Restraint of Trade (Post-Employment): Under Section 27 of the Indian Contract Act, 1872, every agreement that restrains a person from exercising a lawful profession, trade, or business is void. Indian courts consistently hold that post-employment non-compete covenants are void as being in restraint of trade, regardless of their reasonableness in terms of time or geography.

Step 1 — Identify the legal rule: The principle is unequivocal: post-employment restraints preventing an employee from joining a competitor after leaving are void and unenforceable under Indian law. The statutory policy is clear and there are no exceptions for "reasonable" restraints as exist in English law.

Step 2 — Apply to facts: The clause prevents Asha from working for any competing software company in all of India for two years after leaving. This is a post-employment restraint on exercising a lawful profession. It is void under Section 27, Indian Contract Act.

Why other options are wrong:

- Option (B): Legitimate business interest is a valid consideration in English law but Indian courts have not adopted the "reasonableness" exception for

post-employment restraints; the clause remains void.
- Option (C): Duration does not save the clause; Indian law does not apply a "reasonableness" test to post-employment restraints.
- Option (D): A void contract cannot ground a damages claim; Asha cannot be liable in damages under a void agreement.

Final Answer: The non-compete clause is void and unenforceable $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q11

Q12.

Solution

Concept — Minor's Contract (Void Ab Initio): In India, a contract with a minor is void ab initio (void from the very beginning). It confers no rights and imposes no obligations on the minor. It cannot be enforced against the minor or ratified by the minor upon attaining majority.

Step 1 — Identify the legal rule: The principle states a minor's contract for non-necessities is void ab initio; the seller cannot recover the contract price. Delivery of goods does not convert a void contract into a binding one.

Step 2 — Apply to facts: Kabir is 16 years old (a minor). The gaming laptop is not a necessity. The contract is void ab initio. The shopkeeper cannot sue Kabir for the price, even though Kabir took delivery.

Why other options are wrong:

- Option (A): Taking delivery of goods does not validate a void contract; the contract remains void regardless of performance by one party.
- Option (C): A void contract cannot be ratified; ratification of a minor's contract upon majority is not legally recognised in Indian law.
- Option (D): Good faith on the part of the shopkeeper does not cure the nullity of the contract; the protection afforded to minors is absolute in this regard.

Final Answer: The contract is void ab initio; shopkeeper cannot recover $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q12

Q13.

Solution

Concept — Time as Essence of Contract: When parties expressly stipulate that time is of the essence, failure to perform within the stipulated time entitles the non-defaulting party to treat the contract as repudiated. External reasons for delay (banking, logistics) do not excuse performance where time is expressly of the essence.

Step 1 — Identify the legal rule: The principle applies: express stipulation of time as of the essence + failure to perform on time = right to treat contract as void/repudiated. No further notice or opportunity to cure is required.

Step 2 — Apply to facts: The contract expressly stated "time is of the essence" and specified 15 March 2025 as the payment date. Suman failed to pay on that date. Banking delays are not a lawful excuse under the principle as stated. Arvind is entitled to treat the contract as void.

Why other options are wrong:

- Option (A): The principle does not carve out an exception for banking delays; once time is of the essence, the stated date is absolute.
- Option (B): The principle entitles Arvind to treat the contract as void, not merely to claim nominal damages; he is not obliged to complete the sale.
- Option (D): Specific performance is a discretionary equitable remedy; where time is expressly of the essence and the party has defaulted, courts generally will not override the express terms by granting specific performance.

Final Answer: Arvind may treat the contract as repudiated $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q13

Q14.

Solution

Concept — Anticipatory Breach: When a party repudiates a contract before the performance date, the innocent party may immediately accept the repudiation and sue for damages without waiting for the performance date to arrive. The repudiation must be clear and unequivocal.

Step 1 — Identify the legal rule: The principle states: repudiation before performance date = anticipatory breach. The innocent party "may" sue immediately or wait. Dev chooses to sue immediately, which is expressly permitted.

Step 2 — Apply to facts: Ram's August 2025 letter is an unequivocal statement that he will not perform the December 2025 obligation. This is a clear anticipatory breach. Dev is entitled to treat it as a breach and sue immediately.

Why other options are wrong:

- Option (A): The essence of anticipatory breach is that a right of action accrues immediately upon the repudiation; Dev need not wait for December.
- Option (B): While the innocent party *may* wait, they are not obliged to; Dev's election to sue immediately is equally valid.
- Option (C): "Unequivocal communication" is precisely what Ram's letter provides; a hope that circumstances may change does not negate the clear repudiation.

Final Answer: Dev may sue immediately for anticipatory breach $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q14

Q15.

Solution

Concept — Liquidated Damages vs. Penalty: A stipulated sum that represents a genuine pre-estimate of the loss from breach is enforceable as liquidated damages. A sum that is extravagant or unconscionable is a penalty and unenforceable beyond reasonable compensation. Where the parties themselves acknowledge the sum as a fair pre-estimate at contract formation, courts give effect to it.

Step 1 — Identify the legal rule: The principle directs: genuine pre-estimate = liquidated damages = enforceable sum. The parties explicitly acknowledged the Rs. 1 lakh per week figure as a fair pre-estimate of weekly production loss. This is not a penalty.

Step 2 — Apply to facts: Rs. 1 lakh per week was expressly agreed as a fair pre-estimate by both parties. BuildRight delayed 8 weeks. Techfab is entitled to 8 $\times$ Rs. 1 lakh = Rs. 8 lakhs.

Why other options are wrong:

- Option (B): Where liquidated damages are validly agreed, the claimant need not prove actual loss week-by-week; the pre-estimate stands.
- Option (C): The clause is not a penalty; a genuine pre-estimate clause is valid and enforceable. The principle expressly supports this.
- Option (D): There is no rule capping delay-related damages at the contract

value; the liquidated damages clause governs the quantum.

Final Answer: Techfab recovers Rs. 8 lakhs as liquidated damages $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q15

Q16.

Solution

Concept — Directive Principles of State Policy (Non-Justiciability): Article 37 of the Constitution expressly provides that DPSPs shall not be enforceable by any court. They are fundamental to governance but create no directly judicially enforceable rights. However, if Parliament or a State legislature enacts a law to give effect to a DPSP, that law becomes enforceable.

Step 1 — Identify the legal rule: Article 39(d) is a DPSP — not directly enforceable in court. Any enforcement must come through legislation implementing the directive (e.g., the Equal Remuneration Act, 1976), not through direct invocation of Article 39(d).

Step 2 — Apply to facts: Sunita cannot enforce Article 39(d) directly. If the Equal Remuneration Act or equivalent State law applies, she may enforce those statutory provisions. Without applicable legislation, no direct constitutional remedy exists for DPSP violation.

Why other options are wrong:

- Option (A): Article 39(d) is a DPSP; it is not a directly justiciable fundamental right.
- Option (C): This overstates the position; courts do use DPSPs as interpretive aids and to test the validity of legislation, but cannot directly enforce them.
- Option (D): A writ of mandamus to enforce a DPSP directly is not available; mandamus enforces legal duties, not constitutional directives under Part IV.

Final Answer: Article 39(d) is not directly enforceable; only legislation giving effect to it can be enforced $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q16

Q17.

Solution

Concept — National Emergency and Inviolability of Articles 20 and 21: Article 358 permits suspension of Article 19 guarantees during a National Emergency. However, the Constitution expressly saves Articles 20 and 21 — protection against arbitrary conviction and right to life — from suspension even during the gravest national emergency.

Step 1 — Identify the legal rule: The principle is clear: Articles 20 and 21 cannot be suspended even during a National Emergency. Any executive order purporting to suspend Article 21 is unconstitutional.

Step 2 — Apply to facts: The restriction on movement under Article 19(1)(d) is permissible during an Emergency. But the purported suspension of Article 21 is flatly unconstitutional. The citizen's challenge must succeed on this specific point.

Why other options are wrong:

- Option (A): Only Article 19 rights are suspended during an Emergency under Article 358; all other fundamental rights, particularly Articles 20 and 21, remain enforceable.
- Option (B): The government does not have plenary absolute power during an Emergency; constitutional limitations remain, especially regarding Articles 20 and 21.
- Option (D): Presidential proclamation of Emergency does not authorise suspension of Article 21; the Constitution explicitly excepts Articles 20 and 21 from suspension.

Final Answer: Suspension of Article 21 is unconstitutional even during a National Emergency $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q17

Q18.

Solution

Concept — Article 356 and Judicial Review (S.R. Bommai): The Supreme Court in S.R. Bommai v. Union of India (1994) held that the exercise of power under Article 356 is justiciable. The President must be satisfied on relevant material. Before invoking Article 356, the President should explore the possibility of an alternative government. A proclamation issued without adequate material or without exploring alternatives can be struck down.

Step 1 — Identify the legal rule: The principle states: the President must explore alternatives before invoking Article 356, and courts can review whether presidential satisfaction was based on relevant material.

Step 2 — Apply to facts: The President acted solely on the Governor's report without any inquiry into whether an alternative government could be formed by the opposition parties (who appear to hold a majority between them). This fails the constitutional standard; the proclamation is vulnerable to challenge.

Why other options are wrong:

- Option (A): The Governor's report is a necessary but not conclusive basis; after S.R. Bommai, it is subject to judicial scrutiny.
- Option (B): Article 356 power is not absolute; it is subject to judicial review after S.R. Bommai.
- Option (C): Article 356 requires more than mere receipt of the Governor's report; the exploration of alternatives and the adequacy of material are essential.

Final Answer: The proclamation may be struck down for failure to explore alternatives $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q18

Q19.

Solution

Concept — Right to Privacy Under Article 21: The Supreme Court in K.S. Puttaswamy v. Union of India (2017) unanimously held that the right to privacy is a fundamental right under Article 21. Any state intrusion into privacy must satisfy: (i) legality — authorised by law; (ii) legitimate aim; (iii) proportionality; and (iv) procedural safeguards.

Step 1 — Identify the legal rule: The principle requires all four elements. Absence of legal authorisation alone is fatal to the state's case; the surveillance here lacks all four elements.

Step 2 — Apply to facts: The surveillance of Fauzia was conducted without any warrant, court order, or statutory authority. It fails the legality test at the first step. It also fails proportionality (six months, no results) and procedural safeguards. Article 21 is violated.

Why other options are wrong:

- Option (B): National security does not automatically override privacy; state intrusion must still be authorised by law and proportionate.
- Option (C): Journalism does not strip away the journalist's privacy rights; journalists retain Article 21 protections.
- Option (D): The right to privacy has been recognised as implicit in Article 21; the absence of the word "privacy" in the text is irrelevant after the Puttaswamy judgment.

Final Answer: Warrantless surveillance violates Fauzia's right to privacy under Article 21 $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q19

Q20.

Solution

Concept — Article 368: Special Majority Requirement: Article 368 prescribes a mandatory procedure for constitutional amendments. Most provisions require a special majority (absolute majority of total membership + two-thirds of members present and voting in each House). Any deviation from this procedure renders the amendment void.

Step 1 — Identify the legal rule: The principle is clear: amendments without following the mandatory procedure are unconstitutional and void. Presidential assent does not cure a procedural defect in constitutional amendment.

Step 2 — Apply to facts: The amendment to Article 19 was passed by a simple majority only, not the special majority required by Article 368. The procedural requirement was not fulfilled. The amendment is unconstitutional and void, regardless of Presidential assent.

Why other options are wrong:

- Option (A): Presidential assent is a step in the process but cannot cure a substantive procedural defect; if the special majority was not obtained, assent is irrelevant.
- Option (C): Parliament is not supreme in the sense of being able to override mandatory constitutional procedures; the Constitution is supreme and its amendment procedure is binding.
- Option (D): Parliament amends the Constitution (subject to procedure); courts review constitutionality but do not themselves amend fundamental rights.

Final Answer: The amendment is unconstitutional for lack of special majority ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q20

Q21.

Solution

Concept — Dacoity (BNS 2023): Robbery accompanied by five or more persons acting conjointly constitutes dacoity. All persons who conjointly participate in the commission of robbery — whether they directly commit the act or perform a supporting role (guarding, facilitating) — are guilty of dacoity.

Step 1 — Identify the legal rule: The principle requires: five or more persons + conjoint commission of robbery. Persons who guard exits or play supporting roles are conjoint participants and equally guilty of dacoity.

Step 2 — Apply to facts: All five (Ashok, Bhola, Chetan, Dev, Ekta) acted together pursuant to a common enterprise. Robbery (theft with threat of force) was committed. The number is five or more. Those who guarded exits participated conjointly. All five are guilty of dacoity.

Why other options are wrong:

- Option (A): The offence is not limited by whether actual violence (beyond threat) was used; robbery includes threat of force, and five or more persons elevates it to dacoity.
- Option (B): All conjoint participants are liable; the offence does not require that every person physically snatch property.
- Option (D): The act cannot be classified as mere theft because force/threat of force was used, which converts theft into robbery; with five participants, it is dacoity.

Final Answer: All five are guilty of dacoity ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q21

Q22.

Solution

Concept — Abduction vs. Kidnapping (BNS 2023): Kidnapping from lawful guardianship applies only to minors or persons of unsound mind. Abduction applies to *any person*, irrespective of age, taken by force or compulsion from any place. Where the victim is an adult of sound mind, the offence is abduction.

Step 1 — Identify the legal rule: The principle is explicit: for adults, the correct offence is abduction. Kidnapping from lawful guardianship does not apply to adults of sound mind.

Step 2 — Apply to facts: Nalini is 30 years old and of sound mind — clearly an adult. She was taken forcibly against her will. The offence is abduction, not kidnapping. The uncle is guilty of abduction.

Why other options are wrong:

- Option (A): "Kidnapping" is the wrong classification; the correct charge for forcibly taking an adult is abduction.
- Option (B): Family relationship does not create a legal right to forcibly confine or remove an adult woman against her will; this is plainly an offence.
- Option (C): Kidnapping from lawful guardianship requires the victim to be a minor or of unsound mind; Nalini is neither.

Final Answer: The uncle is guilty of abduction, not kidnapping $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q22

Q23.

Solution

Concept — Criminal Attempt: An attempt requires: (i) requisite intention; (ii) an act beyond mere preparation that is a direct movement towards the commission of the offence; and (iii) failure to complete the offence due to factors beyond the accused's control (not voluntary abandonment). The absence of harm to the victim does not negate criminal liability for the attempt.

Step 1 — Identify the legal rule: The principle states: intention + act beyond preparation = attempt, even if the act ultimately fails. Firing a loaded gun at a person from close range is unambiguously beyond mere preparation.

Step 2 — Apply to facts: Siva had the clear intention to kill Mohan. He loaded and fired the gun directly at Mohan from two metres away — a direct step towards killing. The failure (the miss) resulted from Mohan ducking, a factor entirely beyond Siva's control. Siva is guilty of attempt.

Why other options are wrong:

- Option (B): Criminal law recognises attempt as an offence precisely because actual harm need not occur; the intention and direct act are sufficient.
- Option (C): The act was directed specifically at Mohan with intent to kill him; this is not a vague public danger offence but a specific attempt.
- Option (D): Firing a loaded gun at a specific victim from two metres is far beyond preparation; it is a direct and immediate act of attempt.

Final Answer: Siva is guilty of attempt to commit culpable homicide $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q23

Q24.

Solution

Concept — BNS 2023 and Renumbering of Offences: The Bharatiya Nyaya Sanhita (BNS) 2023 replaced the Indian Penal Code, 1860 and renumbered all offences. The offence of cheating and dishonestly inducing the delivery of property (IPC Section 420) is now covered under Section 318 of the BNS 2023.

Step 1 — Identify the legal rule: The principle directs application of BNS 2023 section numbers. IPC Section 420 (cheating and dishonestly inducing delivery of property) corresponds to Section 318, BNS 2023.

Step 2 — Apply to facts: The student must identify the correct BNS 2023 provision. Section 318 of the BNS 2023 is the correct answer.

Why other options are wrong:

- Option (A): Section 415 BNS 2023 is not the correct provision for cheating inducing delivery of property.
- Option (C): The number 420 was not retained in the BNS 2023; the BNS renumbered virtually all provisions of the IPC.
- Option (D): Section 302 BNS 2023 is not the provision corresponding to IPC Section 420; Section 302 in the IPC related to murder.

Final Answer: IPC Section 420 corresponds to Section 318 of BNS 2023 $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q24

Q25.

Solution

Concept — Indian Divorce Act, 1869 (Christians — Ground of Desertion): The Indian Divorce Act governs Christian matrimonial law. After amendments, both spouses may petition for divorce on grounds including desertion for two or more years without reasonable excuse. The historical restriction limiting divorce grounds for husbands to adultery was removed by amendment.

Step 1 — Identify the legal rule: The principle identifies desertion for two or more years without reasonable excuse as a valid ground for divorce under the Indian Divorce Act. Thomas may petition on this ground.

Step 2 — Apply to facts: Cynthia voluntarily left the matrimonial home without just cause and has not resumed contact for over three years. Thomas has been deserted for more than the required two years. He is entitled to petition for divorce on the ground of desertion.

Why other options are wrong:

- Option (A): The Act as amended contains multiple grounds for divorce, not only adultery; this was the unamended position and is no longer accurate.
- Option (B): The Indian Divorce Act applies to both men and women equally as petitioners; it is not restricted to women.
- Option (D): The Act does not require a prior judicial separation decree before divorce on the ground of desertion; the two-year desertion period is itself the qualifying condition.

Final Answer: Thomas may seek divorce on the ground of desertion under the Indian Divorce Act $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q25

Q26.

Solution

Concept — Hindu Widow's Right to Adopt (HAMA 1956): Under the Hindu Adoptions and Maintenance Act, 1956, a Hindu widow has the full legal capacity to adopt a child independently, in her own right. She requires no consent from any other person — not from family elders, male relatives, or any court.

Step 1 — Identify the legal rule: The principle states explicitly: a Hindu widow may adopt a child independently without requiring consent from anyone. Govind's status as a family elder is irrelevant.

Step 2 — Apply to facts: Savitri is a Hindu widow. She has no children. She wishes to adopt a five-year-old boy. She does not require Govind's consent or that of any other family member. Her adoption is valid if it otherwise complies with the statutory requirements (age, religion, etc.).

Why other options are wrong:

- Option (A): HAMA 1956 does not recognise a "family elder" veto over a widow's adoption; Govind has no legal right to withhold consent.
- Option (B): A Hindu widow does not require court approval to adopt; HAMA 1956 provides a direct statutory right to adopt.
- Option (C): Custom has been superseded by HAMA 1956; the Act governs and no family consent is required.

Final Answer: Savitri has an independent right to adopt without Govind's consent $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q26

Q27.

Solution

Concept — Restitution of Conjugal Rights (Section 9, HMA 1955): When either spouse withdraws from the society of the other without reasonable excuse, the aggrieved party may obtain a decree of restitution of conjugal rights. The burden of proving a reasonable excuse lies on the withdrawing spouse.

Step 1 — Identify the legal rule: Withdrawal without reasonable excuse + failure to justify = decree of restitution. Sheela offers no justification. The burden she bears has not been discharged.

Step 2 — Apply to facts: Sheela left without any stated reason. She refuses reconciliation attempts. She has not offered any reason before the court. The burden has not been discharged. Vinay is entitled to a decree of restitution.

Why other options are wrong:

- Option (B): The decree does not physically compel return; it is a judicial direction. Moreover, the principle as stated supports granting it when the burden of justification is unmet.
- Option (C): The right to move freely under Article 19 does not override matrimonial obligations; Section 9 HMA is a valid law and courts have upheld

RCR decrees.

- Option (D): Matrimonial courts have clear statutory jurisdiction over such petitions; this option incorrectly characterises it as beyond judicial reach.

Final Answer: Vinay is entitled to a decree of restitution of conjugal rights $\Rightarrow$ $\boxed{A}$

Answer: (A) Go Back to Q27

Q28.

Solution

Concept — Nemo Dat Quod Non Habet: A seller cannot transfer a better title than they themselves have. A thief has no title; a purchaser from a thief, however bona fide, acquires no title. The true owner's right to recover the property is not defeated by the innocence of the purchaser, absent a statutory exception.

Step 1 — Identify the legal rule: The principle is absolute: no one can give what they do not have. Dilip, a thief, has no title. He can transfer no title to Sunil. Vivek's ownership right persists against Sunil.

Step 2 — Apply to facts: Dilip had no title to the motorcycle (it was stolen). He could not transfer any title to Sunil. Sunil's innocence and payment of full value, while unfortunate, do not give him title. Vivek remains the owner and may recover the motorcycle.

Why other options are wrong:

- Option (A): Good faith purchase for value does not create title when the seller had none; nemo dat applies precisely in this situation.
- Option (C): Good faith cures defect in title only in specific statutory exceptions (e.g., market overt in some jurisdictions); the general common law and Indian law rule is nemo dat.
- Option (D): The owner's right to recover the specific chattel persists even after it has been sold; the passing of the asset from one hand to another does not extinguish the true owner's title.

Final Answer: Vivek recovers the motorcycle; Sunil acquires no title from Dilip $\Rightarrow$ $\boxed{B}$

Answer: (B) Go Back to Q28

Q29.

Solution

Concept — Ignorantia Juris Non Excusat: Every person is conclusively presumed to know the law. Ignorance of a legal rule, whether criminal or regulatory, is not an excuse for non-compliance. This presumption applies equally to nationals and to foreigners present in the jurisdiction.

Step 1 — Identify the legal rule: The principle is absolute: ignorance of law excuses no one. It applies to Keerthi as a foreign national just as it applies to an Indian citizen.

Step 2 — Apply to facts: Keerthi parked in a clearly marked no-parking zone. She cannot claim ignorance of the traffic regulation as an excuse. The challan is valid. Her claim fails.

Why other options are wrong:

- Option (A): The presumption of knowledge of law applies to all persons present in the jurisdiction, including foreign nationals; there is no exception based on nationality.
- Option (B): Genuine efforts to learn the law are laudable but do not provide a legal defence; the maxim is absolute.
- Option (D): Unclear signage or lack of publicity may be a factual defence on the merits, but the principle as stated specifically excludes ignorance of law as a defence; applying the principle, Keerthi's claim fails.

Final Answer: Ignorance of law excuses no one; Keerthi's claim fails $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q29

Q30.

Solution

Concept — Actus Non Facit Reum Nisi Mens Sit Rea (Absence of Mens Rea): For serious criminal offences, both actus reus (the guilty act) and mens rea (the guilty mind) must be present. Where the physical act is performed but without the requisite guilty mind (intention, knowledge, recklessness), criminal liability for the serious offence generally does not arise.

Step 1 — Identify the legal rule: The principle: act + no guilty mind = no criminal guilt. Dr. Padma's act caused death but she had no intention to harm and the error was inadvertent and unforeseeable.

Step 2 — Apply to facts: Dr. Padma had no intention to harm the patient. The error was inadvertent, arising from an extraordinarily rare and unforeseeable complication during a properly conducted procedure. The requisite mens rea for culpable homicide or murder is absent. She is not criminally guilty.

Why other options are wrong:

- Option (A): Murder requires the specific intent to cause death or knowledge that death is likely; a surgeon following standard protocol has neither.
- Option (B): Culpable homicide requires at minimum knowledge that the act is likely to cause death; inadvertent error in responding to an unforeseeable complication does not meet this threshold.
- Option (C): Medicine does not impose strict liability; a surgeon must exercise reasonable care, not guarantee outcomes. Strict liability applies only where expressly imposed by statute.

Final Answer: Dr. Padma is not criminally liable; she lacks the requisite mens rea $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q30

Q31.

Solution

Concept — Simple Mortgage vs. Usufructuary Mortgage (Transfer of Property Act, 1882): In a simple mortgage, the mortgagor retains possession; the mortgagee's remedy on default is to have the property sold through court. In a usufructuary mortgage, the mortgagor delivers possession to the mortgagee who recovers the debt from the rents and profits. The key distinction is *whether possession passes*.

Step 1 — Identify the legal rule: Simple mortgage: mortgagor retains possession + remedy = court-ordered sale. Usufructuary mortgage: mortgagee takes possession + recovers from rents/profits. The principle confirms this distinction.

Step 2 — Apply to facts: Laxmi retains possession of the house throughout. The bank holds only title deeds, not possession. On default, the bank's remedy is sale through court proceedings. This is precisely the definition of a simple mortgage.

Why other options are wrong:

- Option (B): Holding title deeds does not amount to "possession" for the purposes of mortgage classification; a usufructuary mortgagee takes physical possession and collects rents.

- Option (C): An English mortgage involves the mortgagor actually conveying the property to the mortgagee with a provision for reconveyance on repayment; that did not occur here.
- Option (D): The facts fit squarely within the definition of a simple mortgage; there is no reason to classify it as anomalous.

Final Answer: This is a simple mortgage — mortgagor retains possession, remedy is sale $\Rightarrow$ $\boxed{A}$

Answer: (A) Go Back to Q31

Q32.

Solution

Concept — Vishakha v. State of Rajasthan (1997): The Supreme Court, in the absence of legislation to enforce women's right to gender equality and dignity in the workplace, exercised its power under Article 32 to lay down the Vishakha Guidelines as binding law. The decision grounded workplace sexual harassment as a violation of Articles 14 (equality), 19 (freedom of work), and 21 (right to life and dignity). The guidelines remained in force until the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 was enacted.

Step 1 — Identify the legal rule: The principle summarises the holding: binding guidelines + Articles 14, 19, 21 + binding until legislation enacted.

Step 2 — Apply to facts: Option (B) correctly identifies that: (i) the Court laid down binding Vishakha Guidelines; (ii) on the basis of Articles 14, 19, and 21; (iii) treating sexual harassment at the workplace as a violation of fundamental rights; (iv) the guidelines were to operate until legislation was enacted.

Why other options are wrong:

- Option (A): Maternity leave was not the subject of Vishakha; the case concerned workplace sexual harassment, not maternity rights.
- Option (C): The Court did not set a deadline for Parliament to legislate; it laid down guidelines to operate as law in the interim.
- Option (D): The Court did not hold sexual harassment to be a criminal offence under the then-IPC in this decision; it addressed the civil/constitutional dimension and laid down preventive guidelines.

Final Answer: Vishakha laid down binding workplace sexual harassment guidelines under Articles 14, 19, and 21 $\Rightarrow \boxed{\text{B}}$

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

Answer Key

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