MH CET LAW Legal Aptitude & Legal Reasoning

Sample Paper – 4

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:** Wrongful confinement is the unlawful restraint of a person within limits defined by the wrongdoer, such that the person is deprived of their liberty of movement. The tort is complete even if an alternative means of escape exists, provided the confined person is unaware of it.

FACTS: Ramesh locks Maya inside a windowless storage room as a "prank." Unknown to Maya, a concealed door behind a large shelf on the far wall is unlocked and leads outside. Maya spends three hours in the room in distress before someone opens the main door for her. Ramesh argues he is not liable because an exit existed.

(A) Ramesh is not liable because a means of escape was available inside the room.

(B) Ramesh is not liable because he intended it only as a prank and caused no physical injury.

(C) Ramesh is liable only if Maya attempted to find an alternative exit and failed.

(D) Ramesh is liable for wrongful confinement because Maya's liberty was restrained and she was completely unaware of the concealed alternative exit.

Q2. **PRINCIPLE:** A person is liable for intentional infliction of emotional distress if they deliberately engage in extreme and outrageous conduct directed at another with the intention of causing, or in reckless disregard of the probability of causing, severe emotional distress to that person.

FACTS: Suresh knows that his colleague Priya has a severe phobia of spiders. He repeatedly places realistic toy spiders on her desk and emails her graphic spider videos. After Priya asks him to stop, he continues for three more weeks. Priya develops a clinically diagnosed anxiety disorder as a direct result. Suresh contends that toy spiders cannot cause real harm.

(A) Suresh is liable because he deliberately persisted in extreme and outrageous conduct that caused Priya severe emotional distress.

(B) Suresh is not liable because toy spiders cause no physical harm.

(C) Suresh is not liable because emotional distress without physical injury is never actionable.

(D) Suresh is liable only if Priya proves he specifically intended to cause an anxiety disorder.

Q3. **PRINCIPLE:** A medical professional is liable for negligence if they fail to exercise the degree of care and skill that a reasonably competent professional of the same class would exercise in comparable circumstances. The principle of *res ipsa loquitur* applies where the very occurrence of the incident is itself evidence of negligence.

FACTS: Mr. Sharma requires amputation of his infected *right* leg. Dr. Kapoor performs the surgery while Mr. Sharma is under general anaesthesia. Upon waking, Mr. Sharma discovers that his healthy *left* leg has been amputated. Dr. Kapoor argues that surgery always carries inherent risks and that he cannot be held liable.

(A) Dr. Kapoor is not liable because anaesthetised patients cannot monitor their own surgery.

(B) Dr. Kapoor is liable for negligence because the amputation of the wrong limb speaks for itself as a clear breach of the required standard of care.

(C) Dr. Kapoor is not liable because all surgical procedures carry inherent and accepted risks.

(D) Dr. Kapoor is liable only if Mr. Sharma proves that Dr. Kapoor was fatigued or distracted during the operation.

Q4. PRINCIPLE: The tort of injurious falsehood (malicious falsehood) is committed when a person makes a false statement relating to the plaintiff's property, business, or goods, published with malice, which causes the plaintiff actual economic loss.

FACTS: Vikram, a business rival, spreads a rumour in the local market that Sonal's bakery uses expired and contaminated ingredients in its cakes. The statement is entirely fabricated. Several regular customers stop placing orders with Sonal, and she suffers a measurable drop in revenue. Vikram claims freedom of speech protects his statements.

(A) Vikram is not liable because freedom of speech permits criticism of businesses.

(B) Vikram is liable only for defamation if Sonal's personal reputation, not her goods, is harmed.

(C) Vikram is liable for injurious falsehood because he made a false statement about Sonal's goods with malice, causing actual economic loss.

(D) Vikram is not liable because the falsehood was communicated verbally and not in writing.

Q5. PRINCIPLE: Under the scienter rule, the owner of an animal that has shown a vicious propensity known to the owner is strictly liable for damage caused by that animal to others, regardless of precautions taken.

Prior knowledge of the animal's dangerous tendency is the essential element.

FACTS: Anand owns a German Shepherd named Bruno. Bruno has previously bitten two visitors, and Anand is fully aware of this history. Anand puts up a "Beware of Dog" sign at the gate. One afternoon, Bruno breaks free and bites a delivery person who had just entered through the gate to make a delivery.

(A) Anand is not liable because he displayed a clear warning sign at the gate.

(B) Anand is not liable because the delivery person entered his private property.

(C) Anand is not liable because he kept Bruno on his own premises and took precautions.

(D) Anand is strictly liable because he had prior knowledge of Bruno's vicious propensity and the animal caused harm to another person.

Q6. PRINCIPLE: Act of God is a defence to strict liability under the rule in *Rylands v Fletcher* when the escape of a dangerous thing was caused by natural forces of such an extraordinary nature that no human foresight could have anticipated or guarded against them. The defence is available only when the event was truly unforeseeable and human intervention played no part.

FACTS: Raj stores industrial chemicals in reinforced tanks on his property. An unprecedented monsoon flood — far exceeding any precipitation recorded in the region's history — ruptures the tanks and the chemicals flow onto his neighbour Priya's farmland, destroying her crops. No engineering measures could have withstood the flood. Priya sues under strict liability.

(A) Raj is not liable because the escape was caused by a genuinely unprecedented Act of God which no reasonable precaution could have prevented.

(B) Raj is liable because he chose to store dangerous chemicals and must bear absolute responsibility.

(C) Raj is not liable because Priya assumed the risk of living near an industrial area.

(D) Raj is liable because the strict liability rule admits absolutely no exceptions of any kind.

Q7. **PRINCIPLE:** *Volenti non fit injuria* — to one who consents, no injury is done. A person who voluntarily and knowingly accepts the risk of harm inherent in an activity cannot later sue for injury that falls within the scope of the risk to which they consented. The consent must be free, voluntary, and informed.

FACTS: Kiran and Deepak are amateur boxers who voluntarily register for and compete in a licensed boxing tournament. The match is conducted according to the established rules of boxing. During the bout, Deepak delivers a legal punch that breaks Kiran's nose. Kiran subsequently brings a claim against Deepak for assault causing bodily harm.

(A) Deepak is liable because he deliberately aimed the punch at Kiran's face.

(B) Kiran's claim fails because by voluntarily entering the licensed boxing match, he consented to being struck by legal punches, and injury from such a punch falls within that consent.

(C) Deepak is liable because Kiran did not specifically consent in writing to sustaining a broken nose.

(D) Kiran can sue because consent to a sporting contest never includes consent to bodily injury.

Q8. **PRINCIPLE:** Courts may award exemplary (punitive) damages in excess of the actual compensatory loss where the defendant's conduct was particularly outrageous, malicious, or oppressive, or displayed a deliberate and calculated disregard for the plaintiff's rights, with the aim of punishing the defendant and deterring similar future conduct.

FACTS: Harish, a landlord, learns that his tenant Meena has filed a civil suit against him for illegal eviction. Out of spite and to intimidate her into withdrawing the suit, Harish arranges for Meena's car to be vandalised and her shop windows broken. The actual property damage amounts to Rs 50,000. The court finds the acts were deliberate and malicious.

(A) Meena may recover only the fair market value of the damaged items, nothing more.

(B) Meena may recover exactly Rs 50,000 representing her precise actual loss.

(C) Meena may recover more than the actual loss in the form of exemplary damages, because Harish acted with deliberate malice and calculated disregard for her rights.

(D) Harish cannot be sued in civil court for causing property damage.

Q9. **PRINCIPLE:** Under the doctrine of absolute liability (as distinct from strict liability), an enterprise engaged in a hazardous or inherently dangerous industrial activity is absolutely liable to compensate all those affected by an accident arising from such activity. No exception or defence whatsoever — including Act of God, act of a stranger, or consent — is available to such an enterprise.

FACTS: Chemico Ltd operates a large chemical plant in a densely populated residential area. Equipment failure causes a toxic gas leak that kills 45 workers and nearby residents. Chemico Ltd argues that the leak was caused entirely by a third-party maintenance contractor who negligently serviced the equipment, and seeks to invoke the defence of "act of a stranger."

(A) Chemico Ltd is not liable because the negligence of the third-party contractor was the proximate cause.

(B) Chemico Ltd is liable under strict liability but may validly invoke the act-of-a-stranger defence.

(C) Chemico Ltd is not liable because it is a private enterprise operating with government permits.

(D) Chemico Ltd is absolutely liable without any defence, as it was engaged in a hazardous and inherently dangerous industrial activity.

Q10. **PRINCIPLE:** A contract is voidable on the ground of undue influence when one party stands in a position to dominate the will of the other and uses that position to obtain an unfair advantage. A medical practitioner who treats a dependent, vulnerable patient is presumed to stand in such a dominant position.

FACTS: Mr. Gopal, aged 78, is admitted to hospital for prolonged treatment of a serious illness. His attending physician, Dr. Seth, repeatedly tells Mr. Gopal that he should transfer his ancestral house to Dr. Seth as a "token of gratitude for saving his life." Mr. Gopal, fearing that Dr. Seth might withdraw treatment, signs a registered gift deed transferring the house. Dr. Seth claims the transfer is voluntary.

(A) The gift deed is voidable because Dr. Seth used his position of dominance over a vulnerable, dependent patient to obtain an unfair advantage.

(B) The gift deed is perfectly valid because Mr. Gopal signed it of his own free will.

(C) The gift deed is valid because gratitude constitutes adequate consideration for the transfer.

(D) Mr. Gopal can challenge the gift deed only after being discharged from hospital.

Q11. **PRINCIPLE:** A contract is void when both parties are under a mistake as to a matter of fact essential to the agreement. A shared fundamental mistake about the very existence or identity of the subject matter of the contract prevents a valid contract from coming into existence.

FACTS: Aryan agrees to purchase a rare antique painting from Bhavna. Both Aryan and Bhavna believe the painting to be intact and safely stored. Unknown to either party, the painting was accidentally destroyed in a fire at the storage warehouse three days before they signed the contract and Aryan paid the consideration.

(A) The contract is fully valid and enforceable because both parties duly signed it.

(B) The contract is void because both parties were mistaken about the existence of the subject matter, which is a fundamental fact essential to the agreement.

(C) The contract is voidable at Bhavna's option because she is the seller.

(D) Aryan may enforce the contract and demand that Bhavna supply another painting of equivalent value.

Q12. **PRINCIPLE:** Every suit must be instituted within the period of limitation prescribed by law. A suit filed after the limitation period has expired is barred by limitation and the court has no jurisdiction to entertain it on merits, regardless of the strength of the plaintiff's claim.

FACTS: In 2017, Mala entered into a contract with Ravi under which Ravi failed to deliver goods worth Rs 10 lakh, constituting a breach of contract on the day of delivery. The prescribed limitation period for suits based on breach of contract is three years. Mala files her suit against Ravi in 2023 — six years after the breach occurred.

(A) Mala's suit can proceed because the amount involved is substantial and warrants judicial attention.

(B) Mala's suit can proceed because Ravi has no defence on the merits of the breach itself.

(C) Mala's suit is barred by limitation because it was filed more than three years after the cause of action arose.

(D) Mala's suit can proceed and the court will decide based on equitable principles to prevent unjust enrichment.

Q13. **PRINCIPLE:** A party to a contract may assign their contractual *rights* to a third party without the consent of the other contracting party, unless the contract is of a personal nature or expressly prohibits assignment. However, contractual *obligations* (duties and liabilities) cannot be assigned without the express consent of the other party.

FACTS: Zoya, a renowned portrait artist, enters into a contract with Aditya to paint his portrait — a personal service that Aditya commissioned specifically because of Zoya's unique style and reputation. Without informing Aditya, Zoya assigns the entire contract, including her obligation to paint the portrait, to her student Kunal. Kunal arrives at Aditya's home to begin the painting.

(A) The assignment is valid because Kunal is also a qualified painter.

(B) The assignment is valid because Zoya is free to assign her contractual obligations to any competent person she trusts.

(C) Aditya must accept Kunal's services because the assignment was properly executed in writing.

(D) Aditya is not bound to accept the assignment because the obligation to paint a portrait is a personal contractual duty that cannot be assigned without Aditya's consent.

Q14. PRINCIPLE: A contract of indemnity is a contract by which one party (the indemnifier) promises to save the other party (the indemnity-holder) from loss caused to the indemnity-holder by the conduct of the indemnifier or by the conduct of any other person. The indemnity-holder is entitled to recover all losses, damages, and sums suffered in connection with the matter covered by the indemnity.

FACTS: Amar tells Bimal: "Go ahead and execute this business transaction on my behalf. I promise to fully indemnify you against any loss you suffer as a result." Bimal executes the transaction and, due to adverse market conditions, suffers a loss of Rs 2 lakh. Bimal claims Rs 2 lakh from Amar, who argues that the loss arose from market conditions, not from his own conduct.

(A) Amar must pay Rs 2 lakh to Bimal because he promised to indemnify Bimal against any loss suffered from the transaction, and Bimal duly suffered such a loss.

(B) Amar is not liable because the loss arose from market conditions external to Amar's conduct.

(C) Bimal cannot claim under indemnity because he should have taken independent financial advice.

(D) Amar's liability is limited to 50% of the loss as both parties shared responsibility for the transaction.

Q15. **PRINCIPLE:** A general advertisement offering a reward to any person who performs a specified act constitutes a general offer open to the world at large. The offer is accepted, and a binding contract is formed, when any person who has knowledge of the offer performs the specified act. Such person is entitled to claim the reward.

FACTS: Citywide Bank publishes a newspaper advertisement: "We offer a reward of Rs 25,000 to any person who provides information leading directly to the arrest of the individual who robbed our Branch No. 7 on 15 March." Kalpana reads the advertisement, contacts the police with information she possesses, and that information directly leads to the robber's arrest. Kalpana demands the reward. The Bank refuses, saying she signed no agreement with them.

(A) Kalpana cannot claim the reward because she never signed a formal agreement with the Bank.

(B) Kalpana is entitled to Rs 25,000 because she had knowledge of the general offer and performed the exact act specified, thereby completing acceptance by performance.

(C) The Bank's advertisement was a mere invitation to treat and cannot constitute a valid offer.

(D) Kalpana must share the reward with the police because they effected the actual arrest.

Q16. **PRINCIPLE:** Article 15 of the Constitution of India prohibits the State from discriminating against any citizen on grounds only of religion, race, caste, sex, or place of birth. Any State action that singles out citizens for differential treatment solely on the ground of their religion is constitutionally impermissible.

FACTS: The government of State X enacts a law reserving 100% of all Class-I government positions exclusively for citizens belonging to the state's majority religion. Citizens belonging to minority religions are barred from applying for these posts regardless of their qualifications, merit, or domicile. The law is challenged as unconstitutional.

(A) The law is valid because the State possesses plenary power to frame its own service recruitment rules.

(B) The law is valid because religion constitutes a reasonable basis for classification in government employment.

(C) The law is unconstitutional because it discriminates against citizens solely on the ground of religion, violating Article 15 of the Constitution.

(D) The law can only be challenged in the Supreme Court and no High Court has jurisdiction to hear the matter.

Q17. **PRINCIPLE:** Directive Principles of State Policy (Articles 36–51) are guidelines addressed to the State for governance and the promotion of social welfare. They are non-justiciable — courts cannot compel the State to implement them, and they do not create directly enforceable legal rights in favour of individual citizens.

FACTS: Rajani, an unorganised sector worker, files a writ petition in the High Court seeking a mandamus directing the State government to immediately implement Article 43 of the Constitution (which enjoins the State to endeavour to secure a living wage for workers) and pay her a living wage. She argues that non-implementation violates her constitutional rights.

(A) The High Court must issue the direction because Article 43 specifically protects the rights of workers.

(B) Rajani succeeds because the State has a legally binding obligation to implement all provisions of the Constitution immediately.

(C) Rajani succeeds because Directive Principles form part of the Constitution and are therefore binding.

(D) The writ petition fails because Directive Principles are non-justiciable; courts cannot issue a mandamus compelling the State to implement them.

Q18. **PRINCIPLE:** The power of judicial review vests in the Supreme Court and High Courts the authority to declare any legislation enacted by Parliament or a State Legislature void if it violates the Constitution or exceeds the legislative competence of the enacting body. Judicial review is a basic and inviolable feature of the Constitution.

FACTS: Parliament enacts a law imposing a local tax that, under the Seventh Schedule of the Constitution, falls exclusively within the legislative competence of the State List. Parliament does not follow any constitutional procedure for encroaching on the State List. The affected State challenges the law in the Supreme Court.

(A) The law is void because Parliament has exceeded its legislative competence, and the Supreme Court can declare it unconstitutional through judicial review.

(B) The law is valid because Parliament is the supreme legislative authority and may enact any law it deems necessary.

(C) The law is valid because taxation matters are always within the exclusive domain of Parliament.

(D) Only the President of India, and not any court, has authority to declare a Parliamentary law invalid.

Q19. **PRINCIPLE:** Article 51A of the Constitution of India imposes Fundamental Duties on every citizen, including the duty to protect public property and to abjure violence. The exercise of a fundamental right, such as the right to protest under Article 19, does not extend to the destruction of public property and does not immunise a citizen from criminal prosecution for such acts.

FACTS: During a public protest, Ganesh and a group of protesters set fire to government buses and smash the windows of a public library building. Ganesh is arrested and prosecuted under laws dealing with destruction of public property. He argues that as a citizen exercising his fundamental right to protest under Article 19, he cannot be criminally prosecuted for damaging the property.

(A) Ganesh cannot be prosecuted because the right to protest under Article 19 is an absolute fundamental right.

(B) Ganesh can be prosecuted because every citizen has a fundamental duty to protect public property, and the right to protest does not extend to destroying public property or committing violence.

(C) Ganesh is protected from prosecution because his actions were incidental to a political protest.

(D) Ganesh can only be subjected to a monetary fine and cannot be imprisoned for his actions.

Q20. **PRINCIPLE:** The Comptroller and Auditor General of India (CAG) is constitutionally mandated under Articles 148–151 to audit the accounts of the Union and State governments and to submit audit reports to the President (in the case of Union accounts) or the Governor (in the case of State accounts). These reports are then laid before the respective legislature, ensuring financial accountability of the executive.

FACTS: The CAG submits an audit report to the President revealing that a Union Ministry spent Rs 500 crore from the Consolidated Fund of India on activities not sanctioned by Parliament. The Ministry argues that the CAG has no authority to question executive decisions on expenditure and cannot submit any adverse report on ministerial spending.

(A) The Ministry is correct because executive spending decisions are policy matters beyond the scope of audit scrutiny.

(B) The Ministry is correct because only Parliament itself, and not the CAG, can question government expenditure.

(C) The Ministry is wrong because the CAG is constitutionally empowered to audit all government accounts and report findings to the President, thereby ensuring financial accountability of the executive to the legislature.

(D) The CAG is only authorised to audit State government accounts and has no mandate over Union government expenditure.

Q21. **PRINCIPLE:** A person commits the offence of receiving stolen property if they receive or retain any movable property knowing, or having reason to believe, it to be stolen property. Actual knowledge of the theft is not required; it is sufficient if the circumstances gave the accused reasonable grounds to believe the property was stolen.

FACTS: Late at night, Dilip approaches Sunil at a deserted street corner and offers to sell him a brand-new laptop computer. The laptop's current market price is Rs 60,000. Dilip offers it for Rs 2,000. Sunil suspects something is amiss but decides not to ask any questions and buys the laptop. The laptop later turns out to be recently stolen. Sunil claims he did not know it was stolen.

(A) Sunil is not liable because Dilip misled him about the source of the laptop.

(B) Sunil is not liable because he did not himself steal the laptop.

(C) Sunil is not liable because he paid a price for the laptop and the transaction was commercial.

(D) Sunil is liable for receiving stolen property because the extraordinarily low price, the late-night setting, and the suspicious circumstances gave him sufficient reason to believe the laptop was stolen.

Q22. **PRINCIPLE:** Criminal breach of trust is committed when a person entrusted with property, or with dominion over property, dishonestly misappropriates or converts that property for their own use, or causes any other person to do so, in violation of law or a legal contract. The intention to restore the property later does not absolve the accused.

FACTS: Ramona is employed as cashier at a supermarket and is formally entrusted with managing the daily cash collections. On one occasion she transfers Rs 80,000 from the cash box to her personal bank account, telling herself she will return it before the next audit. She is caught before she can do so.

(A) Ramona has committed criminal breach of trust because she was entrusted with the cash and dishonestly misappropriated it; her intention to repay it later provides no defence.

(B) Ramona has not committed any offence because she genuinely intended to return the money.

(C) Ramona has committed only a civil breach of her employment contract, not a criminal offence.

(D) Ramona is not criminally liable because the employer bears responsibility for inadequate financial controls.

Q23. **PRINCIPLE:** Forgery is the making of a false document, or a part of a document, with the intention of causing damage or injury to any person, or of causing any person to part with property. Signing another person's name on a negotiable instrument without their authority or consent constitutes the making of a false document and amounts to forgery.

FACTS: Anita is in financial difficulty and is aware that her employer Rajan maintains a bank account with adequate funds. Without Rajan's knowledge or consent, Anita takes a blank cheque from Rajan's cheque book, signs Rajan's name on it, and presents it at the bank to withdraw Rs 1 lakh from Rajan's account.

(A) Anita has not committed forgery because she used a genuine cheque from Rajan's actual cheque book.

(B) Anita has committed forgery because she made a false document by signing another person's name on a cheque without that person's authority or consent.

(C) Anita has committed only theft, not forgery, because the money was taken, not a document.

(D) Anita is not criminally liable because the bank should have detected the signature mismatch.

Q24. PRINCIPLE: Rioting is committed when an unlawful assembly of five or more persons uses force or violence in prosecution of the common object of the assembly. Every member of an unlawful assembly is guilty of rioting if force or violence is used by any member of that assembly in furtherance of the common object, whether or not every individual personally committed an act of violence.

FACTS: Six persons — including Jayesh — assemble in a public park with the shared intention of forcibly driving out members of a rival community from the neighbourhood. Members of the group begin assaulting people and destroying their property. Jayesh personally does not strike anyone; he merely stands with the group throughout. All six are charged with rioting.

(A) Jayesh is not guilty of rioting because he did not personally assault anyone or destroy any property.

(B) The group cannot be convicted of rioting because a public park is not a prohibited place for assembly.

(C) All six persons, including Jayesh, are guilty of rioting because they were members of an unlawful assembly of five or more persons which used violence in furtherance of a common unlawful object.

(D) Only those members of the group who personally committed acts of violence can be convicted of rioting.

Q25. PRINCIPLE: Under the Parsi Marriage and Divorce Act, 1936, a valid Parsi marriage must be solemnised according to Parsi rites and ceremonies (the Ashirvad ceremony) in the presence of a Parsi priest and at least two Parsi witnesses. Desertion — wilful withdrawal from cohabitation without reasonable cause and without the consent of the other spouse — for a continuous period of at least two years is a recognised ground for divorce under the Act.

FACTS: Cyrus and Shireen, both Parsis, were married in accordance with the Parsi Marriage and Divorce Act, 1936. Four years ago, Cyrus left the matrimonial home without any notice, explanation, or contact and has not communicated with Shireen since. Shireen files for divorce on the ground of desertion. Cyrus contests the petition, arguing that Shireen must also prove additional misconduct on his part.

(A) Shireen cannot obtain a divorce because desertion is not listed as a ground for divorce under the Parsi Marriage and Divorce Act.

(B) Cyrus is correct that Shireen must prove some additional matrimonial misconduct in addition to desertion.

(C) Shireen must wait for a total of ten years of desertion before she is entitled to file for divorce under the Act.

(D) Shireen is entitled to divorce because four years of continuous desertion exceeds the minimum two-year period required under the Parsi Marriage and Divorce Act, and no additional misconduct needs to be proved.

Q26. **PRINCIPLE:** Indian personal law and contract law do not expressly recognise pre-nuptial agreements as binding and enforceable contracts. An agreement made before marriage that purports to oust or curtail the jurisdiction of a court to award maintenance upon divorce is contrary to public policy and is not enforceable by the courts.

FACTS: Before their marriage, Radhika and Sanjay sign a written agreement stating that in the event of a divorce, neither party shall claim maintenance from the other. After the marriage breaks down and they divorce, Radhika applies to the family court for maintenance. Sanjay produces the pre-nuptial agreement and argues that Radhika is contractually barred from claiming maintenance.

(A) Radhika may still be entitled to maintenance because Indian courts do not enforce pre-nuptial agreements that seek to oust the court's jurisdiction to award maintenance; such agreements are contrary to public policy.

(B) Radhika's claim for maintenance fails because she signed the agreement freely and with full knowledge of its contents.

(C) Radhika's claim fails because agreements signed before marriage are always fully enforceable as ordinary contracts.

(D) Sanjay must pay double the normal maintenance as a penalty for relying on the pre-nuptial agreement.

Q27. **PRINCIPLE:** Under the Dowry Prohibition Act, 1961, demanding dowry — that is, demanding any property or valuable security as a condition connected with marriage — is a punishable offence. This prohibition extends to demands made at any time: before, at the time of, or after the marriage. There is no time limit after which a post-marriage demand ceases to be covered by the Act.

FACTS: Two years after the marriage of Preet and Simran, Simran's in-laws demand Rs 5 lakh and a car from Simran's parents, threatening to drive Simran out of the matrimonial home if the demand is not met. The in-laws contend that since the marriage was solemnised two years ago, the Dowry Prohibition Act no longer applies to demands made at this stage.

(A) The in-laws are correct because the Dowry Prohibition Act applies only to demands made before or at the time of marriage.

(B) The in-laws are wrong because the Dowry Prohibition Act expressly prohibits demands for dowry at any time, including demands made after the marriage has been solemnised.

(C) The in-laws are correct because demands made within the family home after marriage are an internal family matter beyond the scope of the Act.

(D) Only the husband, Preet, can be prosecuted under the Dowry Prohibition Act; the in-laws cannot be held liable.

Q28. **PRINCIPLE:** *Ubi jus ibi remedium* — where there is a right, there is a remedy. This maxim holds that whenever a legal right is infringed, the law must provide a remedy, even if no specific remedy has been expressly prescribed by any statute for that particular infringement. The absence of a legislated remedy does not extinguish the right to judicial redress.

FACTS: Every night without fail, Venkat's neighbour Kishore plays loud music from midnight until 3 a.m., making it impossible for Venkat to sleep. Venkat's right to quiet enjoyment of his property is thereby systematically infringed. There is no specific local statute expressly providing a remedy for this form of noise nuisance. Venkat argues he is entitled to seek relief from a court.

(A) Venkat has no legal remedy because no specific statute covers his situation.

(B) Venkat must wait until Parliament or the State Legislature enacts a noise regulation before he can seek any relief.

(C) Venkat is entitled to a remedy because the maxim *ubi jus ibi remedium* guarantees a legal remedy wherever a legal right is infringed, irrespective of whether a specific statute expressly provides for it.

(D) Venkat's only recourse is to complain to local administrative authorities; he has no right to approach a court.

Q29. **PRINCIPLE:** *Res judicata* — the matter has been adjudged. This doctrine bars the re-litigation of any matter that has already been finally and conclusively decided between the same parties by a court of competent jurisdiction. Once a final judgment is pronounced, neither party may re-agitate the same dispute in any subsequent proceeding.

FACTS: Manish and Naina had a property dispute. A District Court gave a final judgment in 2018, deciding in favour of Manish. In 2023, Naina files an identical property suit against Manish in a different District Court, hoping that a different judge will reach a more favourable conclusion. She raises no new facts or grounds that did not exist at the time of the original suit.

(A) Naina's new suit can proceed because she has filed it in a different District Court from the one that decided the original case.

(B) Naina's new suit can proceed because more than three years have elapsed since the original judgment.

(C) Naina's new suit can proceed because she may present her arguments more persuasively this time.

(D) Naina's second suit is barred by *res judicata* because the same property dispute between the same parties has already been conclusively decided by a competent court, and the judgment has attained finality.

Q30. PRINCIPLE: *Respondeat superior* — let the master answer. An employer is vicariously liable for the tortious acts of their employee committed during the course of the employee's employment. For vicarious liability to arise, the act must be done within the scope of the employment, whether or not the employer authorised the specific act.

FACTS: Shyam is a delivery driver employed by QuickShip Ltd. While driving his assigned delivery van on his scheduled route during working hours, Shyam negligently jumps a red light and collides with Poonam's car, causing her serious physical injuries and vehicle damage. Poonam sues QuickShip Ltd for compensation.

(A) QuickShip Ltd is vicariously liable because Shyam committed the negligent act during the course of his employment on his assigned route.

(B) QuickShip Ltd is not liable because Shyam personally drove the vehicle and personally committed the negligent act.

(C) QuickShip Ltd is not liable because Shyam violated traffic rules, which is outside the scope of his employment duties.

(D) Poonam may only sue Shyam personally and has no cause of action against his employer QuickShip Ltd.

Q31. PRINCIPLE: Under the Transfer of Property Act, 1882, a gift of immovable property must be made by a registered instrument signed by the donor and attested by at least two witnesses. A gift of *movable* property, however, may be effected either by a registered instrument or by delivery of the property. A gift of movable property accompanied by actual delivery is valid and complete without any written document or registration.

FACTS: Chetan verbally tells his nephew Dhruv, "I am giving you my wristwatch as a gift," and immediately hands the watch over to Dhruv. The watch is valued at Rs 80,000. Chetan's other relatives challenge the gift, arguing it is wholly invalid because it was not in writing and was not registered.

(A) The gift is invalid because gifts of property must always be made in writing.

(B) The gift is valid because a gift of movable property may be effected by actual delivery, and handing over the watch to Dhruv constituted valid delivery, completing the gift.

(C) The gift is invalid because it exceeds Rs 50,000 in value and therefore requires mandatory registration.

(D) The gift is valid only if all of Chetan's living relatives consent to it.

Q32. **PRINCIPLE:** In *Olga Tellis v. Bombay Municipal Corporation* (1985), the Supreme Court of India held that the right to livelihood is an integral component of the right to life guaranteed under Article 21 of the Constitution. Pavement and slum dwellers cannot be evicted summarily without being given a reasonable opportunity of being heard and without making alternative arrangements, as such eviction directly deprives them of their means of livelihood.

FACTS: The Municipal Corporation of Metro City issues an order directing the demolition of all pavement structures in the city within 24 hours, with the stated aim of "beautifying" the city. No prior notice, no hearing, and no alternative shelter or relocation is provided to the several thousand pavement dwellers who live and work there. The pavement dwellers challenge the action.

(A) The Corporation's action is valid because it is acting within its statutory powers to regulate public spaces.

(B) The pavement dwellers have no enforceable rights because their structures are unauthorised encroachments on public land.

(C) The Corporation's action is unconstitutional because it violates the pavement dwellers' right to livelihood — which is part of the right to life under Article 21 — without due process or any alternative arrangement, as established in *Olga Tellis*.

(D) The pavement dwellers can only challenge the eviction order before the Sessions Court, not a High Court.

Detailed Solutions

Q1.

Solution

Concept — Wrongful Confinement: The tort of wrongful confinement (also called false imprisonment) is the total restraint of a person's freedom of movement within limits set by the defendant. The completeness of the confinement is assessed from the perspective of the confined person, not the defendant.

Step 1 — Identify the legal rule: The principle states that confinement is complete even when an alternative exit exists, *provided the confined person is unaware of it*. This is settled law: a person cannot be expected to escape through an exit they do not know exists.

Step 2 — Apply to facts: Maya was locked inside the room and had no knowledge of the concealed door behind the shelf. From her perspective, she was totally confined for three hours. The existence of an exit she did not know about does not negate the confinement.

Why other options are wrong:

- Option A: Incorrect — availability of an escape route unknown to the plaintiff does not defeat the tort.
- Option B: Incorrect — intention to harm is not a required element; wrongful confinement is a tort of strict nature as to intent.
- Option C: Incorrect — physical injury is not a prerequisite; loss of liberty alone is sufficient for this tort.

Final Answer: Ramesh is liable for wrongful confinement because Maya was unaware of the concealed exit and her liberty was restrained. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q1

Q2.

Solution

Concept — Intentional Infliction of Emotional Distress: This tort requires: (i) deliberate or recklessly outrageous conduct, (ii) directed at the plaintiff, (iii) causing severe emotional distress. The conduct must go beyond mere annoyance and be extreme and outrageous by ordinary standards.

Step 1 — Identify the legal rule: The principle requires deliberate conduct that is extreme and outrageous, causing severe emotional distress. Persistence after a request to stop is a hallmark of deliberateness and outrage.

Step 2 — Apply to facts: Suresh knew of Priya's phobia, engaged in repeated provocative acts, and continued even after being asked to stop. Priya developed a clinically diagnosed anxiety disorder. All elements of the tort are met.

Why other options are wrong:

- Option B: Incorrect — the principle does not require physical harm; severe emotional distress is itself the actionable harm.
- Option C: Incorrect — the principle recognises emotional distress as an actionable injury; the blanket statement in option C contradicts the principle.
- Option D: Incorrect — reckless disregard is sufficient; specific intent to cause the exact disorder diagnosed is not required.

Final Answer: Suresh is liable because he deliberately and persistently engaged in extreme conduct causing Priya severe emotional distress. $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q2

Q3.

Solution

Concept — Medical Negligence and Res Ipsa Loquitur: Medical negligence requires proof that the professional fell below the standard of a reasonably competent colleague. *Res ipsa loquitur* (the thing speaks for itself) allows the court to infer negligence from the very fact of the occurrence, without detailed proof of how the error happened, when the error is of a type that does not ordinarily occur without negligence.

Step 1 — Identify the legal rule: Amputating the wrong limb is a classic *res ipsa loquitur* situation. A reasonably competent surgeon operating on a conscious, consenting patient in a proper clinical setting does not amputate the wrong limb. The fact that it happened is itself evidence of negligence.

Step 2 — Apply to facts: Dr. Kapoor removed the healthy left leg rather than the infected right leg. No competent surgeon following standard pre-operative protocols (site marking, checklists) would make this error. The principle's reference to *res ipsa loquitur* makes option B the correct conclusion.

Why other options are wrong:

- Option A: Incorrect — the patient's anaesthesia is irrelevant to the surgeon's

duty to operate on the correct limb.
- Option C: Incorrect — inherent surgical risks relate to known complications, not to operating on the wrong body part.
- Option D: Incorrect — *res ipsa loquitur* means negligence is inferred from the fact; additional specific proof is not required.

Final Answer: Dr. Kapoor is liable; amputation of the wrong limb speaks for itself as negligence. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q3

Q4.

Solution

Concept — Injurious Falsehood (Malicious Falsehood): This tort protects a plaintiff's economic interests when false statements are made about their goods or business (not necessarily about their personal character). The elements are: (i) false statement, (ii) about plaintiff's property/goods/business, (iii) published with malice, (iv) causing actual economic loss.

Step 1 — Identify the legal rule: The principle requires all four elements. Defamation, by contrast, concerns statements about a person's reputation. Here the statement targets the *goods*, not Sonal's personal character.

Step 2 — Apply to facts: Vikram's statement was false, targeted Sonal's bakery goods, was made by a rival (malice inferred), and caused measurable economic loss through lost customers. All elements of injurious falsehood are satisfied.

Why other options are wrong:

- Option A: Incorrect — freedom of speech does not protect deliberately false statements made with malice causing economic harm.
- Option B: Incorrect — injurious falsehood does not require personal reputational harm; economic loss from false statements about goods suffices.
- Option D: Incorrect — verbal publication is sufficient for injurious falsehood; the tort is not limited to written statements.

Final Answer: Vikram is liable for injurious falsehood. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q4

Q5.

Solution

Concept — Scienter Rule / Liability for Dangerous Animals: The scienter rule imposes strict liability on an animal owner once the owner has knowledge (*scienter*) of the animal's vicious propensity. After that knowledge is acquired, even the most elaborate precautions do not absolve the owner of liability if the animal causes harm.

Step 1 — Identify the legal rule: The principle makes prior knowledge of vicious propensity the trigger for strict liability. Once the owner knows the animal is dangerous, all subsequent harm is their strict liability regardless of precautions taken.

Step 2 — Apply to facts: Anand knew Bruno had previously bitten two people. That knowledge activates strict liability. The warning sign does not negate liability — it may actually confirm Anand's knowledge. Bruno escaping and biting the delivery person is a direct consequence.

Why other options are wrong:

- Option A: Incorrect — the warning sign is a precaution; it does not remove strict liability once scienter is established.
- Option B: Incorrect — the victim was on the property lawfully making a delivery; status as a visitor is not the determining factor once scienter applies.
- Option C: Incorrect — the principle explicitly states that precautions are irrelevant once the owner has knowledge of vicious propensity.

Final Answer: Anand is strictly liable because he had prior knowledge of Bruno's vicious propensity. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q5

Q6.

Solution

Concept — Act of God as a Defence: Under the rule in *Rylands v Fletcher*, storing dangerous things carries strict liability. The Act of God defence applies only when the escape was caused entirely by a natural event so extraordinary that no human foresight could have anticipated or guarded against it, with no human contribution to the damage.

Step 1 — Identify the legal rule: The principle allows the defence where: (a) the event was caused by natural forces, (b) it was unforeseeable by human prudence, and (c) human intervention played no part. All three must be satisfied.

Step 2 — Apply to facts: The flood was described as far beyond any recorded precipitation in regional history — a genuinely unprecedented natural event. No engineering measure could have withstood it. There is no human contribution to the failure. The Act of God defence is established.

Why other options are wrong:

- Option B: Incorrect — strict liability allows for the Act of God defence when the principle expressly states it; Raj is not liable here.
- Option C: Incorrect — assumption of risk (volenti) is not a recognised defence to *Rylands v Fletcher* liability; it is a separate doctrine.
- Option D: Incorrect — the principle itself states the Act of God defence is available; option D contradicts the stated principle.

Final Answer: Raj is not liable because the unprecedented flood constitutes a valid Act of God defence. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q6

Q7.

Solution

Concept — Volenti Non Fit Injuria (Consent as Defence): This Latin maxim means "to one who consents, no injury is done." The defence operates when the plaintiff freely and voluntarily accepts both the physical risk and the legal risk inherent in the activity. The scope of the consent determines the scope of the defence.

Step 1 — Identify the legal rule: The principle requires that consent be free, voluntary, and informed, and that the harm falls within the scope of the accepted risk. Registering for a licensed boxing match is consent to all punches delivered within the rules.

Step 2 — Apply to facts: Kiran voluntarily entered a licensed boxing match. Being punched — even hard enough to break a nose — is an inherent and foreseeable risk of boxing that Kiran consented to when he entered the match. Deepak's punch was delivered within the rules of the sport. The defence succeeds.

Why other options are wrong:

- Option A: Incorrect — intent to punch is the very nature of boxing; intent alone does not create liability when the conduct is within the consented scope.

- Option C: Incorrect — consent to boxing is consent to all injuries that naturally arise from legal punches, not merely to specific named injuries.
- Option D: Incorrect — consent to sport *does* extend to injuries that are part of the natural and accepted risks of that sport.

Final Answer: Kiran's claim fails; he consented to the risk of being punched in a boxing match. $\Rightarrow$ $\boxed{\text{B}}$

Answer: (B) **Go Back to Q7**

Q8.

Solution

Concept — Exemplary (Punitive) Damages: Compensatory damages restore the plaintiff to their pre-tort position. Exemplary damages go further, punishing the defendant for conduct that is particularly malicious, oppressive, or deliberately calculated, and deterring similar future conduct by others.

Step 1 — Identify the legal rule: The principle allows exemplary damages where the defendant's conduct displays deliberate malice and calculated disregard for the plaintiff's rights. The trigger is the *nature* of the defendant's conduct, not merely the quantum of loss.

Step 2 — Apply to facts: Harish's acts were deliberate and malicious — motivated purely by spite to coerce Meena into withdrawing her suit. The court has found this to be so. The principle therefore permits an award in excess of the actual Rs 50,000 loss.

Why other options are wrong:

- Option A: Incorrect — market value of damaged property is compensatory only; exemplary damages may be added where malice is found.
- Option B: Incorrect — limiting damages to exact loss ignores the court's express finding of deliberate malice, which triggers exemplary damages.
- Option D: Incorrect — property damage caused by one person to another is squarely actionable in civil tort law.

Final Answer: Meena can recover exemplary damages beyond her actual loss due to Harish's deliberate malice. $\Rightarrow$ $\boxed{\text{C}}$

Answer: (C) **Go Back to Q8**

Q9.

Solution

Concept — Absolute Liability vs. Strict Liability: Strict liability (under *Rylands v Fletcher*) admits several defences including act of a stranger. Absolute liability (formulated by the Supreme Court of India in *M.C. Mehta v. Union of India*, 1987) was developed specifically for large-scale industrial hazards and *admits no defences whatsoever*. Any enterprise engaged in a hazardous activity is answerable absolutely.

Step 1 — Identify the legal rule: The principle expressly states "no exception or defence whatsoever" — this points to the absolute liability doctrine, not strict liability. The act-of-a-stranger defence, available under strict liability, is excluded.

Step 2 — Apply to facts: Chemico Ltd operates a hazardous chemical plant in a residential area. The gas leak is a direct result of the plant's operation. The fact that a third-party contractor caused the equipment failure is irrelevant — no defence is available under absolute liability.

Why other options are wrong:

- Option A: Incorrect — third-party conduct is not a defence under absolute liability; the principle expressly excludes it.
- Option B: Incorrect — the act-of-stranger defence is available only under strict liability, not under absolute liability as stated in the principle.
- Option C: Incorrect — private enterprise status and government permits do not exempt a hazardous activity enterprise from absolute liability.

Final Answer: Chemico Ltd is absolutely liable; no defence is available for hazardous industrial activities. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q9

Q10.

Solution

Concept — Undue Influence in Contracts: Undue influence under Section 16 of the Indian Contract Act arises when one party is in a position to dominate the will of the other and uses that position to secure an unfair advantage. Medical professionals who treat dependent, vulnerable patients are presumed to hold a dominant position over them.

Step 1 — Identify the legal rule: The principle establishes that the combination of (a) a position of dominance, and (b) use of that position to obtain an unfair advantage, makes the contract voidable at the option of the weaker party. Voluntariness does not rule out undue influence if it was the dominant party's pressure that produced the apparent consent.

Step 2 — Apply to facts: Dr. Seth held a position of manifest dominance over the 78-year-old hospitalised Mr. Gopal. He exploited that dominance by repeatedly suggesting the transfer while Mr. Gopal was ill and dependent. Mr. Gopal signed under fear of losing medical care. The gift deed is voidable.

Why other options are wrong:

- Option B: Incorrect — apparent voluntariness is negated by the undue influence that produced it.
- Option C: Incorrect — gratitude is not valid legal consideration; consideration under contract law must be something of legal value exchanged.
- Option D: Incorrect — the right to avoid a contract on grounds of undue influence arises immediately; there is no requirement to wait until discharge from hospital.

Final Answer: The gift deed is voidable for undue influence. $\Rightarrow \boxed{\text{A}}$

$\boxed{\text{Answer: (A)}}$ Go Back to Q10

Q11.

Solution

Concept — Bilateral Mistake of Fact: Under Section 20 of the Indian Contract Act, when *both* parties are mistaken about a matter of fact essential to the agreement, the contract is void (not merely voidable). Non-existence of the subject matter at the time of contracting is the paradigmatic bilateral mistake.

Step 1 — Identify the legal rule: The principle requires that the mistake be: (i) shared by both parties, (ii) about a fact, and (iii) essential to the agreement. The painting's non-existence at the time of contracting is a fundamental fact without which there can be no agreement.

Step 2 — Apply to facts: Both Aryan and Bhavna believed the painting existed. It had been destroyed before the contract was signed. Neither knew. The subject matter had ceased to exist, making the contract void ab initio (void from the beginning).

Why other options are wrong:

- Option A: Incorrect — a signed contract is not binding when a fundamental mutual mistake makes it void; signatures do not validate what the law makes void.
- Option C: Incorrect — a void contract is not voidable; it does not exist at law and neither party has an option to affirm or reject it.
- Option D: Incorrect — Aryan cannot enforce a void contract; he may only seek recovery of consideration paid on a restitutionary basis.

Final Answer: The contract is void due to bilateral mistake as to the existence of the subject matter. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q11

Q12.

Solution

Concept — Limitation of Actions: The Limitation Act prescribes time limits within which suits must be filed. Filing a suit after the limitation period is a jurisdictional bar: the court cannot entertain the suit on its merits regardless of how meritorious the claim may be. The cause of action arises when the breach occurs.

Step 1 — Identify the legal rule: The principle is absolute: a suit filed after the limitation period is barred. No exception for large amounts, meritorious claims, or equitable grounds is mentioned. Courts apply this strictly.

Step 2 — Apply to facts: Ravi's breach occurred in 2017. The three-year limitation period expired in 2020. Mala filed in 2023 — three years after the limitation expired. Her suit is time-barred.

Why other options are wrong:

- Option A: Incorrect — the quantum of the loss does not override the limitation bar.
- Option B: Incorrect — the strength of the claim on merits is irrelevant once the limitation period has expired.
- Option D: Incorrect — the principle gives courts no discretion based on equitable principles once the limitation period is past.

Final Answer: Mala's suit is barred by limitation. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q12

Q13.

Solution

Concept — Assignment of Contractual Obligations: The law distinguishes sharply between *rights* (which may usually be assigned) and *obligations/duties* (which cannot be assigned without the other party's consent). Personal service contracts — where the identity of the performing party is material to the contract — are a well-recognised category where even rights may be difficult to assign.

Step 1 — Identify the legal rule: The principle expressly states that obligations cannot be assigned without the other party's consent. A portrait-painting contract is a contract of personal service: Aditya contracted specifically because of Zoya's individual skill and artistic style.

Step 2 — Apply to facts: Zoya purported to assign her *obligation* to paint to Kunal. Aditya never consented to Kunal performing. The assignment of the obligation is therefore invalid and not binding on Aditya.

Why other options are wrong:

- Option A: Incorrect — Kunal's competence as a painter is irrelevant; Aditya did not contract with Kunal.
- Option B: Incorrect — trust or competence of the assignee does not override the requirement of the other party's consent.
- Option C: Incorrect — proper execution of an assignment document does not cure the absence of consent to assume personal service obligations.

Final Answer: Aditya need not accept; personal service obligations cannot be assigned without consent. $\Rightarrow$ $\boxed{\text{D}}$

Answer: (D) Go Back to Q13

Q14.

Solution

Concept — Contract of Indemnity: A contract of indemnity under Section 124 of the Indian Contract Act obligates the indemnifier to save the indemnity-holder harmless from loss arising from the specified act or event. The promise of indemnity is the consideration for the indemnity-holder's action; the indemnifier's argument about the *cause* of the loss is answered by the breadth of the indemnity promise.

Step 1 — Identify the legal rule: The principle says the indemnifier promises to save the indemnity-holder from "loss caused by the conduct of the indemnifier or by the conduct of any other person," and that all damages, costs, and sums paid are recoverable. Amar's promise was absolute: "any loss you suffer as a result."

Step 2 — Apply to facts: Bimal suffered Rs 2 lakh loss from executing the transaction Amar directed him to execute. Amar's promise was to indemnify against "any loss." Market conditions are within the ambit of the risks Amar undertook to cover. Amar must pay.

Why other options are wrong:

- Option B: Incorrect — the indemnity promise was not limited to losses caused only by Amar's personal conduct; "any loss" is broader.
- Option C: Incorrect — the indemnifier cannot escape liability by blaming the indemnity-holder for lack of independent advice when the promise was absolute.
- Option D: Incorrect — there is no basis in the principle for reducing the indemnifier's liability to 50%; the promise was full indemnity.

Final Answer: Amar must pay Rs 2 lakh to Bimal under the contract of indemnity. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q14

Q15.

Solution

Concept — General Offer by Advertisement: A general offer is distinct from a specific offer in that it is made to the world at large. Acceptance occurs when anyone with knowledge of the offer performs the specified act. The classic authority is *Carlill v Carbolic Smoke Ball Co.* (1893). No separate communication of acceptance is needed — performance is acceptance.

Step 1 — Identify the legal rule: The principle requires: (i) a general offer by advertisement, (ii) knowledge of the offer by the acceptor, (iii) performance of the specified act. All three trigger the right to the reward.

Step 2 — Apply to facts: The Bank's advertisement is a valid general offer. Kalpana read and knew of it. She performed the specified act (provided information leading to arrest). She is therefore entitled to the reward.

Why other options are wrong:

- Option A: Incorrect — a signed agreement is not required; performance of the specified act is itself acceptance.

- Option C: Incorrect — the Bank's advertisement is a valid general offer, not a mere invitation to treat; it specifies a definite act and a definite reward.
- Option D: Incorrect — the reward is for providing information, which Kalpana did; the police making the arrest is a separate act. The condition specified in the offer was met by Kalpana.

Final Answer: Kalpana is entitled to the reward by completing the acceptance through performance. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q15

Q16.

Solution

Concept — Article 15 and Prohibition of Religious Discrimination: Article 15(1) prohibits the State from discriminating against any citizen *on grounds only of religion*, race, caste, sex, or place of birth. Reserving government employment exclusively for one religion's adherents is a textbook instance of discrimination on the ground of religion alone.

Step 1 — Identify the legal rule: The principle is categorical: any State action that singles citizens out *solely* on the ground of religion is constitutionally impermissible. There is no exception in the principle for employment reservations on religious grounds.

Step 2 — Apply to facts: The law reserves 100% of Class-I posts exclusively for one religion, barring all others. This is discrimination on grounds of religion alone. The law directly contradicts Article 15(1) and is unconstitutional.

Why other options are wrong:

- Option A: Incorrect — the power to frame service rules does not extend to making rules that violate fundamental rights.
- Option B: Incorrect — religion is not a reasonable classification for government employment; it is expressly prohibited as a basis for state discrimination.
- Option D: Incorrect — High Courts have jurisdiction under Article 226 to entertain fundamental rights challenges; there is no Supreme Court exclusivity.

Final Answer: The law is unconstitutional for violating Article 15. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q16

Q17.

Solution

Concept — Non-Justiciability of Directive Principles: Articles 36–51 (Part IV) contain the Directive Principles of State Policy. Article 37 expressly provides that they "shall not be enforceable by any court" although they are fundamental to governance. Courts may use them as interpretive aids but cannot mandate their implementation through writs.

Step 1 — Identify the legal rule: The principle is unambiguous: Directive Principles are non-justiciable. Courts cannot compel the State to implement them, and they do not create enforceable rights in favour of citizens.

Step 2 — Apply to facts: Rajani seeks a mandamus compelling the State to implement Article 43. Because Article 43 is a Directive Principle, no court can issue such a direction. The writ petition must fail.

Why other options are wrong:

- Option A: Incorrect — courts cannot issue mandamus to implement a DPSP regardless of its subject matter.
- Option B: Incorrect — the constitutional obligation to implement DPSPs is political and moral, not legally enforceable by courts.
- Option C: Incorrect — being part of the Constitution does not make a DPSP justiciable; Article 37 expressly provides otherwise.

Final Answer: The writ petition fails; Directive Principles cannot be enforced by courts. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q17

Q18.

Solution

Concept — Judicial Review and Legislative Competence: Judicial review is a basic feature of the Indian Constitution. Article 246 distributes legislative power between Parliament (Union List) and State Legislatures (State List). A law passed by Parliament that encroaches on the State List without following any constitutional procedure is beyond its competence and is void.

Step 1 — Identify the legal rule: The principle states that courts have the power to declare void any law that violates the Constitution or exceeds legislative competence. Parliamentary supremacy is not absolute — it is subject to constitutional limits enforceable by courts.

Step 2 — Apply to facts: Parliament legislated on a subject in the State List without following constitutional procedure. This is beyond its legislative competence. The Supreme Court, exercising judicial review, can and must declare the law void.

Why other options are wrong:

- Option B: Incorrect — Parliamentary supremacy in India is constitutionally bounded; Parliament cannot pass laws beyond its competence.
- Option C: Incorrect — not all taxation is a central subject; the Seventh Schedule specifically allocates certain taxes to states.
- Option D: Incorrect — the President has no power to declare a Parliamentary law invalid; that power belongs to the courts through judicial review.

Final Answer: The law is void; the Supreme Court declares it so through judicial review. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q18

Q19.

Solution

Concept — Fundamental Duties and Limits on Rights: Article 51A imposes specific duties on every citizen, including the duty to protect public property and to abjure violence. Fundamental rights under Part III are not absolute; they operate within the constitutional framework including the duties citizens owe under Article 51A. Criminal laws protecting public property are valid restrictions on the right to protest.

Step 1 — Identify the legal rule: The principle affirms that the right to protest does not extend to destroying public property or committing violence. Citizens who damage public property during protests remain criminally liable under specific statutes.

Step 2 — Apply to facts: Ganesh participated in burning buses and breaking library windows. These acts violate the fundamental duty under Article 51A(i) to protect public property. The fundamental right to protest under Article 19 does not immunise these acts from criminal prosecution.

Why other options are wrong:

- Option A: Incorrect — Article 19 rights are subject to reasonable restrictions; they do not extend to destruction of public property.

- Option C: Incorrect — political motivation does not grant immunity from criminal liability for property destruction.
- Option D: Incorrect — imprisonment is a legally permissible punishment for destruction of public property; the principle does not limit penalties.

Final Answer: Ganesh can be prosecuted; the right to protest does not cover destruction of public property. $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q19

Q20.

Solution

Concept — Role and Powers of the CAG: The Comptroller and Auditor General of India (Articles 148–151) is the supreme audit institution of India. The CAG's constitutional mandate is to audit all receipts and expenditure of the Union and State governments and report the findings to the President or Governor. This function is the cornerstone of financial accountability in Indian democracy.

Step 1 — Identify the legal rule: The principle states the CAG is "constitutionally mandated" to audit government accounts and submit reports. The Ministry's argument that executive spending is beyond audit scrutiny contradicts this constitutional mandate.

Step 2 — Apply to facts: The Union Ministry spent Consolidated Fund money on unsanctioned activities. The CAG is expressly empowered to audit such spending and report to the President. The Ministry's objection has no constitutional foundation.

Why other options are wrong:

- Option A: Incorrect — executive spending decisions are precisely what the CAG is constitutionally mandated to audit; policy decisions are not exempt from financial audit.
- Option B: Incorrect — Parliament acts on the basis of CAG reports; the two functions are complementary, not alternative.
- Option D: Incorrect — the principle expressly states the CAG audits both Union and State accounts; the Union government is squarely within its mandate.

Final Answer: The Ministry is wrong; the CAG is constitutionally empowered to audit all government accounts. $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q20

Q21.

Solution

Concept — Receiving Stolen Property: The offence does not require proof that the accused knew with certainty that the property was stolen. It is sufficient if the circumstances were such that a reasonable person in the accused's position would have had reason to believe the property was stolen. Wilful blindness (deliberately not asking obvious questions) is treated as constructive knowledge.

Step 1 — Identify the legal rule: The principle says "knowing or having reason to believe." Reason to believe arises from circumstances. An item worth Rs 60,000 being sold for Rs 2,000 by a stranger at a deserted location at night constitutes overwhelming reason to believe it was stolen.

Step 2 — Apply to facts: Sunil suspected something was wrong (his own admission) but deliberately chose not to ask questions. The price (Rs 2,000 for a Rs 60,000 laptop), the setting (deserted street corner, late night), and the stranger are classic markers of stolen goods. Sunil had clear "reason to believe."

Why other options are wrong:

- Option A: Incorrect — Dilip's misleading conduct does not absolve Sunil when Sunil had independent reason to be suspicious and chose wilful blindness.
- Option B: Incorrect — receiving stolen property does not require the accused to be the thief; receipt with reason to believe is sufficient.
- Option C: Incorrect — payment of a price is not a defence; the offence is about knowledge/reason to believe, not the commercial form of acquisition.

Final Answer: Sunil is liable for receiving stolen property. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q21

Q22.

Solution

Concept — Criminal Breach of Trust: The core elements are: (i) entrustment of property, (ii) dishonest misappropriation or conversion of the property, (iii) in violation of law or contract. The word "dishonestly" is key. An intent to return the property does not negate dishonesty at the time of taking, because the property is used in a way the owner has not authorised.

Step 1 — Identify the legal rule: The principle explicitly states that intention to restore the property later provides no defence. Misappropriation is complete at the moment the entrusted property is used contrary to the terms of entrustment.

Step 2 — Apply to facts: Ramona was entrusted with the supermarket's cash as cashier. She transferred Rs 80,000 to her personal account — an act not within any authority granted to her. The act was dishonest regardless of her intention to repay.

Why other options are wrong:

- Option B: Incorrect — the principle expressly rules out intention to restore as a defence; this option directly contradicts the stated principle.
- Option C: Incorrect — criminal breach of trust is a criminal offence, not merely a civil employment matter; the entrustment and dishonest misappropriation satisfy the penal elements.
- Option D: Incorrect — the employer's failure to implement controls does not transfer or extinguish Ramona's criminal liability.

Final Answer: Ramona has committed criminal breach of trust; intent to repay is no defence. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q22

Q23.

Solution

Concept — Forgery: Forgery involves making a false document (or part of one) with fraudulent intent. A cheque is a document, and writing another person's name on it without authority makes it a false document. The fact that the cheque form itself is genuine is irrelevant — it is the false signature that constitutes the forgery.

Step 1 — Identify the legal rule: The principle: signing another person's name on a negotiable instrument without authority or consent constitutes making a false document = forgery. The instrument need not be physically fabricated; the false signature suffices.

Step 2 — Apply to facts: Anita signed Rajan's name without any authority. She then used this forged cheque to withdraw Rs 1 lakh from Rajan's account. The cheque, once falsely signed, became a false document made with intent to cause Rajan to part with property. Every element of forgery is present.

Why other options are wrong:

- Option A: Incorrect — the genuineness of the cheque form is immaterial; the false signature transforms it into a false document.
- Option C: Incorrect — the act is forgery (and also cheating/criminal misappropriation); classifying it as only theft misunderstands the law of forgery.
- Option D: Incorrect — the bank's failure to detect the forgery does not transfer criminal liability from Anita to the bank.

Final Answer: Anita has committed forgery by signing Rajan's name without authority. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q23

Q24.

Solution

Concept — Rioting and Collective Liability: Rioting requires (i) an unlawful assembly of five or more persons, (ii) a common unlawful object, and (iii) use of force or violence by the assembly in furtherance of that object. Every member of the unlawful assembly is guilty of rioting if force is used, regardless of whether each member personally committed a violent act.

Step 1 — Identify the legal rule: The principle is one of collective criminal liability. Membership in the unlawful assembly that uses violence suffices; personal violence by each member is not required.

Step 2 — Apply to facts: The assembly comprised six persons (more than five). Its common object was unlawful (forcible driving out of a community). Members of the assembly used force. Jayesh was a member of this assembly throughout. Therefore he is guilty of rioting.

Why other options are wrong:

- Option A: Incorrect — the principle expressly states that personal commission of violence is not required; membership in the violent unlawful assembly suffices.
- Option B: Incorrect — the location (a park) is irrelevant; what matters is whether it was an unlawful assembly with a violent common object.
- Option D: Incorrect — the collective liability rule means all members, not just active perpetrators, are guilty of rioting.

Final Answer: All six, including Jayesh, are guilty of rioting as members of a violent unlawful assembly. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q24

Q25.

Solution

Concept — Parsi Marriage and Divorce Act, 1936: The Parsi Marriage and Divorce Act governs matrimonial matters for the Parsi community. It specifies grounds for divorce including desertion. The prescribed minimum period of desertion that constitutes a ground for divorce under the Act is two years of continuous, unjustified withdrawal from cohabitation.

Step 1 — Identify the legal rule: The principle states that desertion for at least two years is a recognised ground for divorce under the Act. If the desertion period is satisfied, no additional misconduct need be proved; desertion alone is a standalone ground.

Step 2 — Apply to facts: Cyrus left without notice or contact four years ago. Four years of continuous desertion satisfies and exceeds the two-year minimum. Shireen is therefore entitled to a decree of divorce on this ground. Cyrus's argument that additional misconduct must be proved has no basis in the principle.

Why other options are wrong:

- Option A: Incorrect — the principle expressly identifies desertion as a valid ground for divorce under the Act.
- Option B: Incorrect — the principle does not require any additional misconduct beyond proving the requisite period of desertion.
- Option C: Incorrect — the principle specifies two years (not ten); four years is more than sufficient.

Final Answer: Shireen is entitled to divorce on the ground of desertion exceeding two years. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q25

Q26.

Solution

Concept — Pre-Nuptial Agreements in Indian Law: Indian personal law (Hindu, Muslim, Christian, Parsi, and secular law) does not expressly recognise pre-nuptial agreements as enforceable contracts. Courts in India have consistently held that agreements that seek to oust the jurisdiction of courts to award maintenance are contrary to public policy and therefore void or unenforceable.

Step 1 — Identify the legal rule: The principle states that pre-nuptial agreements are not enforceable by Indian courts and that they may "influence equitable considerations" at best, but cannot bar a court from awarding maintenance.

Step 2 — Apply to facts: Radhika's pre-nuptial agreement purported to bar any maintenance claim. Under the principle, Indian courts will not enforce this to oust their jurisdiction. Radhika's right to seek maintenance before the family court is preserved.

Why other options are wrong:

- Option B: Incorrect — free signing of a pre-nuptial agreement does not make it enforceable when public policy prevents its enforcement.
- Option C: Incorrect — the principle specifically states pre-nuptial agreements are not enforceable as binding contracts in India; they are not "always enforceable."
- Option D: Incorrect — double maintenance as punishment has no basis in the principle or in law.

Final Answer: Radhika may claim maintenance; pre-nuptial agreements are not enforceable in Indian courts. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q26

Q27.

Solution

Concept — Dowry Prohibition Act, 1961 — Temporal Scope: The Dowry Prohibition Act prohibits the giving or taking of dowry and the making of any demand for dowry. The Act expressly applies to demands made "before, at, or after the marriage." There is no statutory cutoff date after which the prohibition ceases to apply.

Step 1 — Identify the legal rule: The principle states that the prohibition covers demands made "at any time," including post-marriage demands. The in-laws' argument that the Act only covers pre-marriage demands directly contradicts the stated principle.

Step 2 — Apply to facts: Simran's in-laws demanded Rs 5 lakh and a car two years after the marriage, coupled with a threat to evict Simran. This is a post-marriage demand for dowry. The Act applies fully. The in-laws are liable under the Act.

Why other options are wrong:

- Option A: Incorrect — the principle expressly extends coverage to post-marriage demands; the in-laws' argument is directly contradicted by the principle.
- Option C: Incorrect — the Act does not create a domestic-sphere exception for in-family demands.
- Option D: Incorrect — the Act does not limit prosecution to husbands; in-laws who make or abet dowry demands are equally liable.

Final Answer: The in-laws are wrong; the Dowry Prohibition Act covers post-marriage demands. ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q27

Q28.

Solution

Concept — Ubi Jus Ibi Remedium: This maxim, attributed to Bracton, means "where there is a right, there is a remedy." It is a foundational principle of common law systems holding that no legal right shall go without a remedy. Courts may fashion appropriate relief even in the absence of a specific statutory provision.

Step 1 — Identify the legal rule: The principle states the maxim guarantees a remedy wherever a legal right is infringed, regardless of whether a specific statute provides for it. The absence of legislation does not equal the absence of a remedy.

Step 2 — Apply to facts: Venkat's right to quiet enjoyment of his property is a recognised legal right. Kishore's nightly noise infringes it. Although no specific local statute covers the situation, the maxim guarantees Venkat the right to seek judicial redress (e.g., an injunction, or damages for nuisance at common law).

Why other options are wrong:

- Option A: Incorrect — the principle directly refutes option A; absence of a specific statute does not mean absence of a remedy.
- Option B: Incorrect — Venkat need not wait for legislative action; the maxim gives courts authority to provide a remedy independently.
- Option D: Incorrect — the maxim ensures judicial recourse; limiting Venkat to administrative complaints contradicts the principle's guarantee of a court remedy.

Final Answer: Venkat is entitled to a remedy from the court under *ubi jus ibi remedium*. ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q28

Q29.

Solution

Concept — Res Judicata: The doctrine of *res judicata* (codified in Section 11 of the Civil Procedure Code, 1908) prevents re-litigation of the same matter between the same parties once a final decision has been rendered by a court of competent jurisdiction. It operates as an absolute bar irrespective of the forum chosen in the second proceeding.

Step 1 — Identify the legal rule: The principle: once conclusively decided, the matter cannot be re-opened between the same parties. The key elements are: (i) same matter, (ii) same parties, (iii) prior final decision by a competent court. All three must be present.

Step 2 — Apply to facts: The property dispute between Manish and Naina was decided finally by a competent court in 2018 in Manish's favour. The 2023 suit involves the same property, the same parties, and no new facts. All elements of *res judicata* are satisfied. Naina's second suit is barred.

Why other options are wrong:

- Option A: Incorrect — *res judicata* applies regardless of which court hears the second suit; different court does not escape the bar.
- Option B: Incorrect — time elapsed since judgment has no bearing on the application of *res judicata*; the bar is permanent once the judgment attains finality.
- Option C: Incorrect — better argumentation is not a ground to relitigate a finally decided matter; if it were, no judgment would ever be truly final.

Final Answer: Naina's suit is barred by *res judicata*. $\Rightarrow \boxed{\text{D}}$

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

Q30.

Solution

Concept — Respondeat Superior / Vicarious Liability: The doctrine of *respondeat superior* (let the master answer) makes an employer liable for torts committed by an employee *in the course of employment*. "Course of employment" covers acts done as part of or incidental to the job, whether or not specifically authorised.

Step 1 — Identify the legal rule: The principle requires: (i) an employer-employee relationship, (ii) a tortious act, (iii) committed during the course of the employment. Negligence while driving on an assigned delivery route is squarely within the course of employment.

Step 2 — Apply to facts: Shyam was QuickShip Ltd's employed delivery driver. He was on his assigned route during working hours when he negligently jumped a red light. This was in the course of his employment. QuickShip Ltd is vicariously liable.

Why other options are wrong:

- Option B: Incorrect — the fact that the employee personally drove the vehicle does not exclude employer liability; vicarious liability is precisely about the employer's responsibility for what the employee does.
- Option C: Incorrect — the specific negligent act (jumping a red light) is an act committed *while* performing employment duties; it does not take the driver outside the course of employment.
- Option D: Incorrect — the doctrine expressly provides that the employer (master) is liable; the plaintiff may sue both or the employer alone.

Final Answer: QuickShip Ltd is vicariously liable under *respondeat superior*. $\Rightarrow \boxed{\text{A}}$

$\boxed{\text{Answer: (A)}}$ **Go Back to Q30**

Q31.

Solution

Concept — Gift of Movable Property (Transfer of Property Act, 1882): Section 123 of the Transfer of Property Act distinguishes between gifts of immovable property (requiring a registered, attested instrument) and gifts of movable property (which may be made either by a registered instrument *or* by delivery). Actual delivery of a movable completes the gift without need for writing or registration.

Step 1 — Identify the legal rule: For movable property, delivery is a sufficient mode of gifting. Registration is optional. Value of the property does not alter this rule.

Step 2 — Apply to facts: The wristwatch is movable property. Chetan declared the gift and immediately handed the watch to Dhruv (actual delivery). The gift is complete. Neither writing nor registration is legally required for a movable property gift made by delivery.

Why other options are wrong:

- Option A: Incorrect — writing is not required for a gift of movable property made by delivery; the principle and the Act permit delivery as an alternative.
- Option C: Incorrect — there is no monetary threshold (Rs 50,000 or otherwise) in the Transfer of Property Act above which registration of a movable property gift becomes mandatory.
- Option D: Incorrect — the consent of other relatives is irrelevant to the validity of a gift of one's own property; a donor is free to gift their property to whomever they choose.

Final Answer: The gift is valid; delivery of movable property completes the gift. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q31

Q32.

Solution

Concept — Olga Tellis v. Bombay Municipal Corporation (1985): In this landmark judgment, a five-judge Constitution Bench of the Supreme Court of India held that the right to livelihood flows from the right to life under Article 21. Pavement dwellers use pavements as the base of their livelihood; eviction without notice, hearing, or alternative arrangements deprives them of this constitutionally protected right. The Court mandated that before evicting such dwellers, reasonable notice and an opportunity to be heard must be given and alternative arrangements must be considered.

Step 1 — Identify the legal rule: The principle draws directly from *Olga Tellis*: eviction of pavement dwellers without due process or alternative arrangements violates Article 21 because it extinguishes their right to livelihood.

Step 2 — Apply to facts: The Corporation issued a 24-hour demolition notice with no hearing, no relocation, and no alternative shelter. This is precisely the kind of action declared unconstitutional in *Olga Tellis*. The action violates the pavement dwellers' right to life/livelihood under Article 21.

Why other options are wrong:

- Option A: Incorrect — statutory powers must be exercised consistently with fundamental rights; they cannot override Article 21 protections.
- Option B: Incorrect — the unauthorised nature of the structures does not extinguish the dwellers' fundamental right to livelihood and to be heard before eviction.

- Option D: Incorrect — High Courts have full jurisdiction to protect fundamental rights under Article 226; Sessions Courts are criminal courts and the appropriate forum is the High Court or Supreme Court.

Final Answer: The Corporation's action is unconstitutional under Article 21 as held in *Olga Tellis*. $\Rightarrow \boxed{C}$

Answer: (C) **Go Back to Q32**

Answer Key

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