MH CET LAW Legal Aptitude & Legal Reasoning

Sample Paper – 5

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:** Damnum sine injuria means actual loss or damage suffered by the plaintiff without any violation of a legal right. In such cases, the plaintiff has no cause of action and no remedy lies in tort, even if the defendant's act was intentional.

FACTS: Meenakshi ran a popular coaching centre near a university. Suresh, a rival teacher, opened a competing coaching centre next door, charged lower fees, and attracted most of Meenakshi's students. Meenakshi suffered a sharp drop in income and sued Suresh in tort claiming economic loss.

(A) Suresh is liable because his deliberate action caused financial harm to Meenakshi.

(B) Suresh is liable because he opened his centre with the intention of taking away Meenakshi's students.

(C) Suresh is not liable because he did not advertise falsely about Meenakshi's centre.

(D) Suresh is not liable because Meenakshi suffered economic loss without any violation of a legal right.

Q2. **PRINCIPLE:** The tort of passing off prevents a person from misrepresenting their goods or business as those of another, thereby appropriating the goodwill and trade reputation built by the plaintiff. The plaintiff must prove: (i) goodwill in the name or mark, (ii) misrepresentation by the defendant, and (iii) actual or likely damage.

FACTS: "Freshbrew" is a well-known tea brand with a loyal customer base built over twenty years. A new company launched "Freshbruu" tea in identical packaging and colour scheme. Customers began purchasing "Freshbruu" believing it to be the original Freshbrew. Freshbrew's sales declined sharply. Freshbrew sued.

(A) Freshbrew will succeed because there is goodwill in the name, a misrepresentation by the defendant, and resulting damage.

(B) Freshbrew will fail because the spelling of the two names is technically different.

(C) Freshbrew will fail because passing off only applies to registered trademarks.

(D) Freshbrew will succeed only if it can prove that the defendant copied the name intentionally.

Q3. **PRINCIPLE:** Trespass to goods consists of a direct and wrongful act of physical interference with goods in the possession of another. The interference must be intentional and without the consent of the possessor. The plaintiff need not prove actual damage; the wrongful act itself is actionable.

FACTS: Kavya left her bicycle locked outside a library. Prasad, walking past, became angry when the bicycle blocked his path. He deliberately picked up the bicycle and threw it onto the road, scratching its frame. Kavya returned to find the bicycle damaged. She sued Prasad.

(A) Prasad is not liable because he was merely moving the bicycle out of his way and did not intend permanent deprivation.

(B) Prasad is liable for trespass to goods because he directly and wrongfully interfered with Kavya's bicycle without her consent.

(C) Prasad is not liable because the bicycle was on a public road and therefore not protected.

(D) Prasad is liable only if Kavya can prove that the monetary value of the damage exceeds Rs. 500.

Q4. **PRINCIPLE:** A person who is within the zone of physical danger created by the defendant's negligence and who suffers a recognised psychiatric illness as a result is a primary victim and may claim damages for nervous shock, even if no physical injury actually results, provided the psychiatric illness was a foreseeable consequence of the defendant's conduct.

FACTS: Due to Vikram's reckless driving, his truck veered off the road and came to a stop just centimetres from Neha, who was standing on the pavement. Neha was not physically touched but witnessed the truck coming directly at her. She suffered severe post-traumatic stress disorder and was hospitalised. She sued Vikram.

(A) Neha cannot claim damages because she suffered no physical injury.

(B) Neha cannot claim damages because she was a mere bystander on the pavement.

(C) Neha can claim damages because she was in the zone of danger and suffered a foreseeable recognised psychiatric illness.

(D) Neha can claim damages only if she can produce a witness who saw her on the pavement.

Q5. **PRINCIPLE:** When two or more persons act together in furtherance of a common design and cause harm to the plaintiff, they are joint tortfeasors. The plaintiff may sue all of them jointly, or any one or more of them individually, and each is liable for the entire damage caused. A judgment or settlement against one does not automatically release the others unless full satisfaction has been received.

FACTS: Arjun and Deepak together planned and executed a scheme to fraudulently obtain goods from a supplier, causing the supplier a loss of Rs. 2,00,000. The supplier sued only Arjun and obtained a decree for the full amount. Later, unsatisfied with recovery, the supplier attempted to sue Deepak.

(A) The supplier cannot sue Deepak because a decree has already been obtained against Arjun for the same amount.

(B) The supplier cannot sue Deepak because suing one joint tortfeasor releases all others.

(C) The supplier can sue Deepak only if Arjun fails to pay within six months.

(D) The supplier can sue Deepak because joint tortfeasors bear joint and several liability and a mere judgment without full satisfaction does not release co-defendants.

Q6. PRINCIPLE: Under the doctrine of trespass ab initio, a person who enters another's land (or takes possession of goods) under authority of law is treated as a trespasser from the very beginning if they subsequently abuse that authority by committing an unlawful act. The entry, initially lawful, becomes unlawful retrospectively.

FACTS: A licensed food inspector entered Renu's restaurant under statutory authority to inspect food samples. After completing the inspection he noticed a locked drawer and, without authorisation, broke it open and rummaged through private financial documents kept inside. Renu sued him for trespass.

(A) The inspector is liable as a trespasser ab initio because he abused his lawful authority by committing an unauthorised act on the premises.

(B) The inspector is not liable because his initial entry was lawful and the subsequent act does not affect the legality of entry.

(C) The inspector is not liable because statutory authority provides blanket protection for all acts done on the premises.

(D) The inspector is liable only if Renu can prove that the financial documents were damaged.

Q7. PRINCIPLE: Misfeasance in public office is a tort committed when a public officer exercises a power that they know they do not have, or exercises a power they have but with malicious intent to harm the plaintiff, causing the plaintiff to suffer loss. Both targeted malice and reckless indifference to the illegality are sufficient.

FACTS: Collector Sharma, harbouring a personal grudge against a local businessman, Rao, ordered the demolition of Rao's legally constructed warehouse, knowing fully well that no demolition order had been sanctioned and that Rao had committed no violation. Rao's goods stored inside were destroyed.

(A) Sharma is not liable because a Collector has wide discretionary powers over property in the district.

(B) Sharma is liable for misfeasance in public office because he exercised a power with malicious intent to harm Rao, causing loss.

(C) Sharma is not liable because Rao's remedy lies only under administrative law, not in tort.

(D) Sharma is liable only if a criminal conviction is first obtained against him for abuse of office.

Q8. PRINCIPLE: Slander of title is a tort committed when a person makes a false statement of fact, published to a third party, that disparages the plaintiff's ownership or title to property, provided the statement is made maliciously and causes the plaintiff actual economic loss. The plaintiff must prove special damage.

FACTS: Gopal was negotiating the sale of his agricultural land to a developer. His neighbour Harish, who wanted to purchase the land himself, told the developer falsely and maliciously that the land was subject to ongoing litigation and that Gopal's title was disputed. The developer withdrew from the deal. Gopal lost the sale and sued Harish.

(A) Harish is not liable because statements about property disputes are protected by qualified privilege.

(B) Harish is not liable because the developer should have conducted independent due diligence.

(C) Harish is liable for slander of title because he maliciously made a false statement about Gopal's ownership that caused Gopal actual economic loss.

(D) Harish is liable only if it is proved that he knew the developer personally before making the statement.

Q9. **PRINCIPLE:** Maintenance is a tort (and formerly a crime) committed when a third party, having no legitimate interest in the outcome of litigation, officiously assists one party to the suit by funding or encouraging the proceedings. The purpose of the rule is to prevent trafficking in litigation. A person with a genuine common interest is not liable.

FACTS: Ramesh had no connection whatsoever to a property dispute between two distant strangers. Motivated purely by desire to profit, Ramesh agreed to fund all legal expenses of the plaintiff in exchange for a share of any award. The defendant sued Ramesh for maintenance.

(A) Ramesh is not liable because funding another's litigation is a legitimate business activity.

(B) Ramesh is not liable because the plaintiff voluntarily accepted his help.

(C) Ramesh is not liable because only lawyers are prohibited from sharing in litigation proceeds.

(D) Ramesh is liable for maintenance because he intermeddled in litigation in which he had no legitimate interest, purely for profit.

Q10. **PRINCIPLE:** Under a contract of guarantee, the surety's liability is co-extensive with that of the principal debtor unless the contract provides otherwise. The surety is liable to the same extent as the principal debtor, meaning the creditor can proceed directly against the surety without first exhausting remedies against the principal debtor.

FACTS: Prem borrowed Rs. 1,00,000 from a bank. His friend Sunil stood as surety. Prem defaulted. The bank, without attempting to recover from Prem, directly demanded the full amount from Sunil. Sunil refused, arguing that the bank must first sue Prem and exhaust that remedy before approaching him.

(A) The bank can directly demand the full amount from Sunil because the surety's liability is co-extensive with the principal debtor's.

(B) The bank must first exhaust all remedies against Prem before it can approach Sunil.

(C) The bank can approach Sunil only if Prem is declared insolvent.

(D) Sunil is liable only for half the amount because he is a co-debtor, not the primary debtor.

Q11. **PRINCIPLE:** In a gratuitous bailment (where the bailee receives no benefit), the bailee is required to take only the same care of the goods as a person of ordinary prudence would take of their own goods of similar bulk, quality, and value. A gratuitous bailee is liable only for gross negligence, not for ordinary negligence. In a non-gratuitous bailment (where the bailee is rewarded), the standard is ordinary care.

FACTS: Lata left her laptop with her neighbour Kiran for safekeeping while she travelled, free of charge. Kiran left the laptop on a table near an open window during a rainstorm and it was damaged by rain. Had Kiran exercised ordinary care a reasonable person would have moved it. Lata sued Kiran.

(A) Kiran is liable because even a gratuitous bailee must take the highest possible care of bailed goods.

(B) Kiran is not liable because as a gratuitous bailee she is only liable for gross negligence, and leaving a laptop near a window during a rainstorm does not rise to gross negligence.

(C) Kiran is liable because she received an indirect social benefit from keeping good relations with Lata.

(D) Kiran is not liable regardless of the degree of negligence because gratuitous bailees carry no duty of care.

Q12. **PRINCIPLE:** A principal is bound by acts of the agent done within the apparent or ostensible authority of the agent. Apparent authority arises when the principal, by words or conduct, represents to a third party that the agent has authority to act, even if no such authority was actually granted. The third party must have relied on that representation in good faith.

FACTS: Raj authorised his agent Mohan to purchase stationery for his office, not machinery. Raj habitually allowed Mohan to deal with all suppliers and never publicly restricted his authority. Mohan purchased a photocopier from a supplier who had always dealt with Mohan without restriction and had no knowledge of any limitation. Raj refused to pay, citing the restricted mandate.

(A) Raj is not bound because Mohan exceeded his actual authority.

(B) Raj is not bound because the supplier should have verified Mohan's authority in writing before contracting.

(C) Raj is bound because the supplier reasonably relied on Mohan's apparent authority, which Raj's own conduct created.

(D) Raj is bound only if Mohan expressly told the supplier that he had authority to buy machinery.

Q13. **PRINCIPLE:** A wagering agreement is a promise to give money or money's worth upon the determination of an uncertain future event. Such agreements are void under the Indian Contract Act and no action may be brought to recover money alleged to have been won on a wager or entrusted to a person to abide by the result of any game or other uncertain event.

FACTS: Anil and Bala agreed that if a certain cricket team won the next match, Bala would pay Anil Rs. 5,000, and if it lost, Anil would pay Bala Rs. 5,000. The team won and Anil demanded the money. Bala refused. Anil filed a suit to recover Rs. 5,000.

(A) Anil will succeed because the event on which the bet was placed has already occurred.

(B) Anil will succeed because both parties entered the agreement voluntarily.

(C) Anil will succeed because only gambling in casinos is prohibited; private wagers between friends are enforceable.

(D) Anil will fail because the agreement is a wagering agreement and is void; no action lies to recover money won on a wager.

Q14. **PRINCIPLE:** Every agreement in restraint of the marriage of any person, other than a minor, is void. The law regards marriage as a matter of personal freedom and any contractual fettering of that freedom is against public policy and therefore unenforceable.

FACTS: Seema agreed, in consideration of receiving Rs. 2,00,000 from her uncle, never to marry anyone from a particular community. Years later Seema married a person from that community. Her uncle sued her to recover the money.

(A) The uncle cannot recover the money because the agreement was in restraint of Seema's marriage and is void.

(B) The uncle can recover the money because Seema accepted it and is bound by the terms of the agreement.

(C) The uncle can recover the money because the restraint was only partial, limiting community choice rather than barring all marriage.

(D) The uncle can recover the money because Rs. 2,00,000 was paid as valuable consideration which Seema is bound to return.

Q15. **PRINCIPLE:** Novation occurs when the parties to a contract mutually agree to substitute the original contract with a new contract, either by substituting a new obligation between the same parties or by introducing a new party. Upon novation, the original contract is discharged and the parties are bound only by the new contract. The new contract must be supported by consideration.

FACTS: Dinesh owed Rs. 80,000 to Ramona under a loan agreement due on 31 March. Before that date, all three parties — Dinesh, Ramona, and Suresh — agreed that Suresh would assume Dinesh's debt and that Ramona would release Dinesh from all obligations. Ramona subsequently demanded payment from Dinesh on 1 April.

(A) Ramona can demand payment from Dinesh because a debt can only be assigned, not novated.

(B) Ramona cannot demand payment from Dinesh because the tripartite agreement constituted novation, discharging Dinesh from the original obligation.

(C) Ramona can demand payment from Dinesh because novation is only valid if registered with a court.

(D) Ramona can demand payment from Dinesh because Suresh's assumption of the debt is merely a guarantee, not a substitution.

Q16. **PRINCIPLE:** Article 12 of the Constitution of India defines "State" for the purposes of Part III (Fundamental Rights). "State" includes the Government and Parliament of India, the Government and Legislature of each State, and all local or other authorities within the territory of India or under the control of the Government of India. A body is an "other authority" if it is created by statute, substantially financed by the government, and subject to pervasive governmental control.

FACTS: The National Mineral Development Board (NMDB) is created by a Central statute, its chairperson is appointed by the Central Government, the government holds 85% of its equity, and its policy decisions require government approval. An employee dismissed from NMDB challenges the dismissal as violating Article 14. NMDB argues it is not "State" under Article 12.

(A) NMDB is not "State" because it engages in commercial activity, not governmental functions.

(B) NMDB is not "State" because it is incorporated as a body corporate with its own legal personality.

(C) NMDB is "State" under Article 12 because it is a statutory body substantially financed by and under pervasive control of the government.

(D) NMDB is "State" only if it is declared so by a Presidential notification.

Q17. **PRINCIPLE:** Article 16(1) guarantees equality of opportunity in matters of public employment. Article 16(4) permits the State to make provisions for reservation of appointments in favour of any backward class of citizens that is not adequately represented in the services of the State. Such reservation is an enabling provision, not a fundamental right of individuals to claim reservation.

FACTS: The State of Vidarbha introduced a 10% reservation in government jobs for a newly identified backward community. Pradeep, a general category candidate who was not selected despite scoring higher than some reserved category selectees, challenged the reservation as violating his right to equality.

(A) Pradeep will succeed because any reservation that reduces general seats violates Article 16(1).

(B) Pradeep will succeed because reservation can only be made for Scheduled Castes and Scheduled Tribes.

(C) Pradeep will succeed because Article 16(4) permits no reservation once the total reservation exceeds 10%.

(D) Pradeep will fail because Article 16(4) expressly permits the State to provide reservations for backward classes not adequately represented in government services.

Q18. **PRINCIPLE:** Article 20(2) of the Constitution of India provides that no person shall be prosecuted and punished for the same offence more than once. This protection against double jeopardy applies where the person has been tried by a court of competent jurisdiction and the earlier proceedings ended in a conviction or acquittal.

FACTS: Vivek was tried by a Sessions Court for robbery, convicted, and sentenced to two years' imprisonment. After his release, the State sought to try Vivek again for the very same act of robbery before another Sessions Court, arguing that the earlier sentence was inadequate. Vivek invoked Article 20(2).

(A) Vivek's protection under Article 20(2) is valid; he cannot be tried again for the same offence for which he was already convicted and punished.

(B) Vivek has no protection because the State has the right to appeal against inadequate sentences, which is different from a fresh trial.

(C) Vivek has no protection because Article 20(2) only applies to acquittals, not convictions.

(D) Vivek has no protection because the second trial is before a different court and therefore constitutes a new proceeding.

Q19. PRINCIPLE: Article 22(1) of the Constitution provides that no person who is arrested shall be detained in custody without being informed, as soon as may be, of the grounds for such arrest, nor shall such person be denied the right to consult, and to be defended by, a legal practitioner of their choice.

FACTS: Zara was arrested by the police late at night. The arresting officer told her only that she was "under arrest for a serious matter" and refused to say anything more. When Zara requested that her lawyer be called, the officer said she could speak to a lawyer only after the initial interrogation was complete. Zara challenges the validity of the arrest.

(A) The arrest is valid because the officer was acting under exigent circumstances and could provide details later.

(B) The arrest is invalid because Zara was neither informed of the grounds of arrest nor allowed to consult a lawyer, both of which are guaranteed by Article 22(1).

(C) The arrest is valid because the right to consult a lawyer arises only after a charge-sheet is filed.

(D) The arrest is valid because Article 22 protections apply only to preventive detention, not ordinary arrests.

Q20. **PRINCIPLE:** Article 72 of the Constitution vests in the President of India the power to grant pardons, reprieves, respites, or remissions of punishment, or to suspend, remit, or commute sentences. This power extends to all cases, including cases involving death sentences. The Governor's analogous power under Article 161 does **not** extend to death sentences; only the President can pardon a death sentence.

FACTS: Ramdev was convicted by the High Court of a capital offence and sentenced to death. His family filed a mercy petition before the Governor of the State. The Governor, moved by the circumstances, issued an order commuting the death sentence to life imprisonment. The State challenged this order.

(A) The Governor's order is valid because the Governor is the constitutional head of the State and has full executive power.

(B) The Governor's order is valid because mercy petitions in capital cases must first be filed before the Governor.

(C) The Governor's order is invalid because the power to pardon or commute a death sentence vests exclusively in the President, not the Governor.

(D) The Governor's order is valid because Article 161 grants the Governor the same powers as the President in all matters within the State's jurisdiction.

Q21. **PRINCIPLE:** Criminal conspiracy consists of an agreement between two or more persons to do or cause to be done an illegal act, or a legal act by illegal means. The agreement itself is the essence of the offence. Where the conspiracy is to commit an offence punishable with two years or less, an overt act in furtherance must also be proved. For more serious offences, the agreement alone is sufficient.

FACTS: Shankar and Tarun secretly agreed to commit dacoity (an offence punishable with rigorous imprisonment for not less than seven years). No act was committed pursuant to this agreement before the police arrested them. The prosecution charged them with criminal conspiracy.

(A) They cannot be convicted because no overt act was committed in furtherance of the agreement.

(B) They cannot be convicted because criminal conspiracy requires at least four persons.

(C) They cannot be convicted because the agreement was merely oral and not reduced to writing.

(D) They can be convicted because for a serious offence like dacoity, the agreement itself is sufficient to constitute criminal conspiracy, regardless of any overt act.

Q22. **PRINCIPLE:** Wrongful restraint is the obstruction of a person from proceeding in any direction in which they have a right to proceed. It is only a partial restraint of movement; if the person is completely confined with no means of escape, it amounts to wrongful confinement. Where the person can still proceed in at least one alternative direction, the offence is wrongful restraint.

FACTS: Mohan was walking along a lane towards the market. Vikrant and his associates blocked the lane in front of Mohan, preventing him from going forward. The lane behind Mohan was open and he could have returned and taken another route to the market, but he chose not to. Mohan complained that his movement was wrongfully restricted.

(A) Vikrant is guilty of wrongful restraint because he obstructed Mohan from proceeding in a direction in which Mohan had a right to proceed.

(B) Vikrant is not guilty because only the government can restrict movement on public lanes.

(C) Vikrant is not guilty because Mohan had an alternative route open to him.

(D) Vikrant is guilty of wrongful confinement because Mohan could not go forward.

Q23. **PRINCIPLE:** Assault is an act of a person which creates in the mind of another a reasonable apprehension that criminal force is about to be used against them. Physical contact is not necessary; the threatening gesture or act itself, if it causes the victim to reasonably apprehend imminent force, constitutes assault. Mere words, without a gesture, are not assault.

FACTS: During a heated argument, Keshav raised his fist menacingly at Dilip and advanced two steps towards him with a threatening expression. Dilip, genuinely fearing that Keshav was about to strike him, stepped back in alarm. Keshav had not yet touched Dilip. Keshav argues that since no contact occurred, he committed no offence.

(A) Keshav has committed no offence because physical contact is an essential element of assault.

(B) Keshav has committed assault because his gestures and movement created a reasonable apprehension in Dilip's mind that force was about to be used against him.

(C) Keshav has committed no offence because the incident occurred during an argument and both parties were equally aggressive.

(D) Keshav has committed assault only if Dilip can produce a medical certificate showing psychological distress.

Q24. **PRINCIPLE:** A person commits mischief by fire when they knowingly or intentionally destroy or damage any property by fire or explosive substance, and the value of the property destroyed or damaged exceeds fifty thousand rupees. The act must be deliberate; accidental fires do not constitute this offence.

FACTS: Nanda, furious that his business rival Sita had won a lucrative government contract, deliberately set fire to Sita's warehouse containing goods worth Rs. 3,00,000. The warehouse and its entire contents were destroyed. Nanda is charged with mischief by fire.

(A) Nanda is not guilty because the fire may have spread uncontrollably once lit and the full extent of damage was not intended.

(B) Nanda is not guilty because the property destroyed belonged to a business entity and not a natural person.

(C) Nanda is guilty of mischief by fire because he deliberately set fire to Sita's property, destroying goods worth well above the prescribed threshold.

(D) Nanda is not guilty unless it is proved that he personally lit the fire rather than directing another person to do so.

Q25. **PRINCIPLE:** Under the Special Marriage Act, 1954, a marriage between any two persons regardless of religion or faith may be solemnised, provided that: (i) neither party has a living spouse; (ii) neither party is incapable of giving valid consent by reason of unsoundness of mind; (iii) the male has completed 21 years and the female 18 years of age; and (iv) the parties are not within the degrees of prohibited relationship (unless permitted by custom).

FACTS: Aryan (age 24, Hindu) and Fatima (age 20, Muslim) wished to marry. Both were single with no prior marriages. They were not related within any prohibited degree. They applied to the Marriage Officer under the Special Marriage Act. Aryan's family objected, claiming the Act does not permit inter-faith marriages.

(A) The marriage cannot be solemnised because the Special Marriage Act requires both parties to be of the same religion.

(B) The marriage cannot be solemnised because Aryan and Fatima come from communities with different personal laws.

(C) The marriage cannot be solemnised because Aryan's family's objection is a valid ground for refusal under the Act.

(D) The marriage can be solemnised because all statutory requirements are satisfied and the Special Marriage Act expressly enables inter-faith civil marriages.

Q26. **PRINCIPLE:** Under the Hindu Marriage Act, 1955, cruelty is a ground for divorce. Cruelty includes not only physical violence but also mental cruelty, which consists of conduct of such a character that it causes grave anxiety and endangers the health of the spouse. Persistent humiliation, abusive language, and deliberate social isolation of a spouse can constitute mental cruelty.

FACTS: Rajan systematically humiliated his wife Priya in front of family and guests, made derogatory remarks about her intelligence, forbade her from visiting her parents, and publicly belittled her at every gathering. Priya suffered severe depression as a result. She filed for divorce on grounds of cruelty. Rajan argued that he had never physically harmed Priya.

(A) Priya will succeed because the pattern of persistent humiliation and deliberate isolation constitutes mental cruelty, which is a valid ground for divorce under the Act.

(B) Priya will fail because cruelty under the Hindu Marriage Act is limited to physical violence.

(C) Priya will fail because she must first attempt reconciliation through a court-appointed mediator before filing for divorce.

(D) Priya will succeed only if she can produce medical evidence that the depression was caused exclusively by Rajan's conduct.

Q27. **PRINCIPLE:** In Muslim law, dower (mehr) is a sum of money or other property promised by the husband to the wife as a mark of respect. Prompt dower (mu'ajjal) is payable immediately upon demand by the wife. Until prompt dower is paid, the wife is entitled to refuse cohabitation with the husband. The wife's refusal to cohabit, pending payment of prompt dower, does not constitute desertion on her part.

FACTS: At the time of nikah, Farhan agreed to pay his wife Amina a prompt mehr of Rs. 50,000. Farhan did not pay the mehr despite Amina's repeated demands. Amina refused to live with Farhan until the mehr was paid. Farhan filed for divorce, alleging that Amina had deserted him.

(A) Farhan's divorce petition will succeed because Amina has physically separated from the matrimonial home.

(B) Farhan's divorce petition will fail because Amina's refusal to cohabit pending payment of prompt mehr is a legally recognised right and does not constitute desertion.

(C) Farhan's divorce petition will succeed because the obligation to pay mehr is independent of the obligation to cohabit.

(D) Farhan's divorce petition will fail because Muslim personal law does not recognise desertion as a ground for divorce.

Q28. PRINCIPLE: The maxim *nemo judex in sua causa* (also expressed as *nemo debet esse judex in propria causa*) means that no person shall be a judge in their own cause. This is the rule against bias and is a foundational principle of natural justice. A decision-maker who has a personal interest in the outcome must disqualify themselves; any decision made in breach of this rule is liable to be set aside.

FACTS: A Municipal Committee was empowered to hear objections against the levy of a new road tax. Three of the five committee members were themselves property owners who would financially benefit from rejecting the objections. They nonetheless participated in the hearing and voted to dismiss all objections. The aggrieved objectors challenged the decision.

(A) The decision is valid because the committee members were duly constituted and had the legal power to decide.

(B) The decision is valid because financial interest does not automatically create bias; only personal animosity does.

(C) The decision is invalid because the committee members who had a direct financial interest in the outcome violated the rule against bias by acting as judges in their own cause.

(D) The decision is valid unless the objectors can prove that the members actually voted in bad faith.

Q29. **PRINCIPLE:** The maxim *ex turpi causa non oritur actio* means that no action arises from a base or immoral cause. A plaintiff who relies upon their own illegal or immoral act to establish a cause of action is barred from obtaining any remedy from the court. The court will not lend its assistance to a party whose claim is founded on their own wrongdoing.

FACTS: Praveen and Sanjay agreed to jointly smuggle goods and share the profits equally. Sanjay sold the smuggled goods but refused to share the proceeds with Praveen. Praveen filed a suit claiming his 50% share of the profits from the illegal venture.

(A) Praveen will succeed because Sanjay has been unjustly enriched and must share the profits.

(B) Praveen will succeed because civil courts do not concern themselves with the source of a contract; only breach matters.

(C) Praveen will succeed because money had and received is a remedy available irrespective of the source.

(D) Praveen will fail because his cause of action is founded upon his own participation in an illegal act, and no action arises from a base cause.

Q30. **PRINCIPLE:** The maxim *delegatus non potest delegare* means that a person to whom a power has been delegated cannot further delegate that power to another, unless there is express or implied authority to do so. A delegate who exercises power by sub-delegating it without authority acts in excess of jurisdiction and such exercise is invalid.

FACTS: A State law empowered the District Collector to grant licenses for mining operations after conducting an inquiry. The Collector, finding himself occupied, directed his subordinate Tehsildar to conduct all inquiries and grant or refuse licenses in his place. The Tehsildar granted several licenses. Mine owners whose applications were rejected challenged the Tehsildar's authority.

(A) The Tehsildar's decisions are invalid because the Collector had no authority to sub-delegate a discretionary licensing power, and delegatus non potest delegare applies.

(B) The Tehsildar's decisions are valid because a superior officer may always delegate work to a subordinate in the interests of efficiency.

(C) The Tehsildar's decisions are valid because the licenses were granted under a State law and are therefore presumptively valid.

(D) The Tehsildar's decisions are valid because the Collector retained overall supervisory control and the delegation was purely administrative.

Q31. **PRINCIPLE:** Under the Indian Easements Act, 1882, an easement may be acquired by prescription (long user) if a person has enjoyed the right peaceably and openly without interruption for a period of twenty years, as if it were a right they were entitled to, and without the permission of the servient owner. Upon completion of twenty years, the easement is deemed to have been acquired from the moment user began.

FACTS: For exactly twenty-two years, Gita had been using a footpath across her neighbour Harsha's land to reach her own plot, openly and without interruption, treating it as her right and never having sought or obtained permission from Harsha. Harsha now seeks to block the footpath. Gita claims an easement by prescription.

(A) Gita's claim fails because easement by prescription requires the consent of the servient owner.

(B) Gita's claim succeeds because she has openly and peaceably enjoyed the right without interruption for more than twenty years, satisfying all conditions for easement by prescription.

(C) Gita's claim fails because prescription requires enjoyment for thirty years, not twenty years.

(D) Gita's claim fails because the right of way must be registered to be enforceable.

Q32. PRINCIPLE: A statute of general applicability that provides maintenance to destitute divorced women applies to all women regardless of religion, unless the personal law of the parties provides for a reasonable and fair provision that meets the needs of the divorced woman. Courts must interpret socially beneficial secular legislation broadly to protect vulnerable individuals.

FACTS: Shahnaz, a Muslim woman, was divorced by her husband Kareem after 30 years of marriage. Kareem paid the iddat amount and contended that his obligation under Muslim personal law was fully discharged and that Shahnaz could not claim maintenance under the secular law providing for maintenance of destitute divorced women. Shahnaz moved the court.

(A) Shahnaz cannot claim maintenance because Muslim personal law is a special law that overrides general secular legislation on family matters.

(B) Shahnaz cannot claim maintenance because the iddat payment fully discharges all post-divorce financial obligations of a Muslim husband.

(C) Shahnaz can claim maintenance because a Muslim divorced woman who has not remarried and is unable to maintain herself is entitled to maintenance under secular law, as held in *Mohd. Ahmed Khan v Shah Bano Begum* (1985).

(D) Shahnaz can claim maintenance only if she produces a certificate from a Qazi confirming that iddat was insufficient.

Detailed Solutions

Q1.

Solution

Concept — Damnum sine injuria: This Latin maxim means "damage without injury" — actual loss suffered by the plaintiff without any infringement of a legal right. In such cases, the law affords no remedy because there is no actionable wrong.

Step 1 — Identify the legal rule: A tort action requires both damnum (damage) and injuria (violation of a legal right). Where only damage exists and no legal right has been violated, the court cannot grant relief.

Step 2 — Apply to facts: Suresh lawfully opened a competing business and charged competitive prices. He violated no legal right of Meenakshi; competition in the marketplace, however harmful economically, is not a legal wrong. Meenakshi's loss is damnum sine injuria.

Why other options are wrong:

- Option (A): Incorrect — Intentional lawful competition causing financial harm does not create tortious liability.
- Option (B): Incorrect — Intent to attract customers is not the same as malicious intent to do an unlawful act; competition is lawful.
- Option (C): Incorrect — Absence of false advertising is not the reason; it is the absence of any legal right violation that bars the claim.

Final Answer: Meenakshi suffered economic loss without any violation of a legal right, so no remedy lies in tort $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q1

Q2.

Solution

Concept — Passing off: Passing off protects the goodwill of a trader's business. The classic trinity for liability is: (i) established goodwill in the mark or name, (ii) a misrepresentation (whether innocent or deliberate) likely to deceive, and (iii) damage or likely damage to the plaintiff's goodwill.

Step 1 — Identify the legal rule: All three elements of passing off must be established. Intent to deceive is not required; the effect on customers is what matters.

Step 2 — Apply to facts: Freshbrew has 20 years of goodwill. The near-identical name and packaging created a misrepresentation that deceived customers. Freshbrew's sales declined, establishing damage. All three elements are satisfied.

Why other options are wrong:

- Option (B): Incorrect — Passing off does not require exact copying; a confusingly similar name and trade dress suffices.
- Option (C): Incorrect — Passing off is a common-law tort that protects unregistered goodwill; registration is not required.
- Option (D): Incorrect — Passing off does not require proof of intentional copying; deceptive effect is sufficient.

Final Answer: All three elements of passing off are established, so Freshbrew will succeed $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q2

Q3.

Solution

Concept — Trespass to goods: Trespass to goods is a direct, intentional, and wrongful physical interference with goods in the possession of another. It is actionable per se, meaning actual damage need not be proved; the wrongful act itself gives rise to a cause of action.

Step 1 — Identify the legal rule: The act must be (i) a direct physical interference, (ii) intentional, and (iii) without consent. Proof of actual damage strengthens the claim but is not a prerequisite.

Step 2 — Apply to facts: Prasad deliberately picked up and threw Kavya's bicycle without her consent. This is a direct, intentional physical interference. The scratched frame confirms damage, but liability would arise even without it.

Why other options are wrong:

- Option (A): Incorrect — The intent to permanently deprive is not required for trespass to goods; any wrongful intentional interference suffices.
- Option (C): Incorrect — Property left in a public place retains legal protection; location does not strip the owner of possessory rights.
- Option (D): Incorrect — Trespass to goods is actionable per se; no monetary threshold must be crossed.

Final Answer: Prasad directly and intentionally interfered with Kavya's goods without consent $\Rightarrow$ $\boxed{\text{B}}$

Answer: (B) Go Back to Q3

Q4.

Solution

Concept — Nervous shock (primary victim): A primary victim is one who is physically within the zone of danger created by the defendant's negligence. Such a person may recover for a recognised psychiatric illness resulting from the defendant's conduct even without physical injury, provided psychiatric harm was a foreseeable consequence.

Step 1 — Identify the legal rule: Primary victim status requires the claimant to have been in the zone of danger. No physical contact is necessary. The psychiatric illness must be recognised (not mere grief or distress).

Step 2 — Apply to facts: Neha was standing on the pavement directly in the path of the truck — she was in the zone of danger. PTSD is a recognised psychiatric illness. Psychiatric harm from a near miss is clearly foreseeable. All conditions are met.

Why other options are wrong:

- Option (A): Incorrect — Physical injury is not required for a primary victim; psychiatric illness alone suffices.
- Option (B): Incorrect — Neha was not a mere bystander; she was directly in the path of the truck, placing her in the zone of danger.
- Option (D): Incorrect — Witness testimony is not a legal prerequisite for this claim; medical evidence of PTSD suffices.

Final Answer: Neha was a primary victim in the zone of danger who suffered a foreseeable recognised psychiatric illness $\Rightarrow$ $\boxed{\text{C}}$

Answer: (C) Go Back to Q4

Q5.

Solution

Concept — Joint tortfeasors (joint and several liability): Joint tortfeasors are persons who act in concert with a common design to commit a tort. Each is individually liable for the entire harm. A judgment against one does not release the others; only full satisfaction of the judgment discharges liability.

Step 1 — Identify the legal rule: The plaintiff may sue all joint tortfeasors or any subset of them. Obtaining a judgment (decree) against one does not extinguish the right to sue others unless the judgment has been fully satisfied.

Step 2 — Apply to facts: The supplier obtained a decree against Arjun but has not recovered the money (unsatisfied judgment). Since there is no full satisfaction, the right to sue Deepak remains alive.

Why other options are wrong:

- Option (A): Incorrect — A mere decree (judgment) without satisfaction does not bar suit against a co-defendant.
- Option (B): Incorrect — Suing one joint tortfeasor does not release others; only full satisfaction does.
- Option (C): Incorrect — There is no six-month waiting requirement; the supplier may proceed against Deepak immediately.

Final Answer: An unsatisfied judgment against one joint tortfeasor does not bar suit against the other $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q5

Q6.

Solution

Concept — Trespass ab initio: This doctrine provides that one who enters land (or takes goods) under authority of law, but subsequently abuses that authority, is treated as a trespasser from the very beginning. The initial lawful entry is retrospectively rendered unlawful by the subsequent wrongful act.

Step 1 — Identify the legal rule: Trespass ab initio requires: (i) entry under authority of law, (ii) a subsequent act that constitutes an abuse of that authority, and (iii) that subsequent act must itself be an actionable wrong.

Step 2 — Apply to facts: The inspector entered lawfully under statutory authority. Breaking open a private drawer and searching financial documents was entirely outside his statutory authority — a clear abuse. This renders his entry trespassory from the beginning.

Why other options are wrong:

- Option (B): Incorrect — The doctrine specifically provides that a subsequent unlawful act retroactively taints the original entry.
- Option (C): Incorrect — Statutory authority protects acts within its scope; abuse of authority is never protected.
- Option (D): Incorrect — The trespass is complete upon the wrongful act; damage to the documents is not a prerequisite.

Final Answer: The inspector abused his statutory authority, making him a trespasser ab initio $\Rightarrow$ $\boxed{A}$

Answer: (A) Go Back to Q6

Q7.

Solution

Concept — Misfeasance in public office: This tort is committed when a public officer acts within their powers but with the malicious intent to injure the plaintiff, or acts knowingly beyond their powers and causes loss. It bridges the gap between private law and public law accountability.

Step 1 — Identify the legal rule: Key elements: (i) the defendant holds public office, (ii) they exercised (or purported to exercise) a power, (iii) with malice or knowing unlawfulness, and (iv) the plaintiff suffered loss as a direct result.

Step 2 — Apply to facts: Sharma is a public officer (Collector). He ordered demolition knowing no sanction existed — a power he knew he did not have — driven by personal grudge. Rao suffered the destruction of his warehouse and goods. All elements are met.

Why other options are wrong:

- Option (A): Incorrect — Wide discretionary power does not extend to acts done in bad faith with full knowledge of their unlawfulness.
- Option (C): Incorrect — Misfeasance in public office is a tort remedy; it is not excluded by the availability of administrative law remedies.
- Option (D): Incorrect — Civil liability in tort does not require a prior criminal conviction.

Final Answer: Sharma acted maliciously beyond his powers, causing loss to Rao

— misfeasance in public office is established ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q7

Q8.

Solution

Concept — Slander of title: Slander of title (a species of malicious falsehood) is committed when a person maliciously publishes a false statement of fact that disparages the plaintiff's title or ownership of property, causing the plaintiff to suffer special (actual economic) damage.

Step 1 — Identify the legal rule: Elements: (i) a false statement of fact, (ii) published to a third party, (iii) maliciously made, (iv) relating to the plaintiff's title or ownership, and (v) causing actual economic loss (special damage must be proved).

Step 2 — Apply to facts: Harish's statement that the land was in litigation was false. It was published to the developer. Harish acted maliciously (to prevent the sale). The statement disparaged Gopal's title. Gopal lost the sale — actual economic loss is established.

Why other options are wrong:

- Option (A): Incorrect — Qualified privilege does not protect maliciously made statements; malice defeats the privilege.
- Option (B): Incorrect — The developer's failure to verify does not exonerate the maker of a malicious false statement.
- Option (D): Incorrect — Prior acquaintance between the defendant and the third party is not an element of slander of title.

Final Answer: All elements of slander of title are satisfied; Harish is liable ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q8

Q9.

Solution

Concept — Maintenance: Maintenance is the officious intermeddling in litigation by a stranger who has no legitimate interest in the outcome, by providing financial or other assistance to one party. It is treated as a form of abuse of legal process. A genuine common interest (e.g., family, creditor) provides a defence.

Step 1 — Identify the legal rule: Liability for maintenance requires: (i) active assistance to a party in litigation, (ii) by a third party with no legitimate interest, (iii) done officiously. Profit motive intensifies the wrong (champerty).

Step 2 — Apply to facts: Ramesh had no connection to the property dispute. He funded the litigation purely for profit. This is classic maintenance (with elements of champerty). No legitimate interest exists.

Why other options are wrong:

- Option (A): Incorrect — Funding strangers' litigation for profit is not a legitimate business activity; it constitutes maintenance.
- Option (B): Incorrect — The plaintiff's consent to receive funding does not legalise the funder's maintenance.
- Option (C): Incorrect — The prohibition on intermeddling is not limited to lawyers; it applies to all persons without legitimate interest.

Final Answer: Ramesh officiously funded litigation in which he had no legitimate interest, purely for profit $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q9

Q10.

Solution

Concept — Contract of guarantee (co-extensive liability): Under Section 128 of the Indian Contract Act, 1872, the liability of the surety is co-extensive with that of the principal debtor unless the contract of guarantee otherwise provides. This means the creditor may proceed directly against the surety without first exhausting remedies against the principal debtor.

Step 1 — Identify the legal rule: Co-extensive liability means the surety stands in the shoes of the principal debtor. The creditor need not first sue the principal debtor or exhaust other remedies before proceeding against the surety.

Step 2 — Apply to facts: Prem defaulted. The bank can demand the full amount directly from Sunil (the surety) without first approaching Prem. Sunil's argument that the bank must exhaust remedies against Prem first is legally incorrect.

Why other options are wrong:

- Option (B): Incorrect — The law does not require the creditor to first exhaust remedies against the principal debtor.
- Option (C): Incorrect — Insolvency of the principal debtor is not a prerequisite for proceeding against the surety.
- Option (D): Incorrect — The surety's liability is co-extensive with the full amount of the principal debtor's obligation, not merely half.

Final Answer: The bank can proceed directly against Sunil for the full amount under the co-extensive liability rule $\Rightarrow$ $\boxed{A}$

Answer: (A) Go Back to Q10

Q11.

Solution

Concept — Bailment (gratuitous vs. non-gratuitous standard of care): Under Sections 151–152 of the Indian Contract Act, a bailee must take as much care of the goods as a person of ordinary prudence would take of similar goods of their own. However, where the bailment is gratuitous (bailee receives no reward), liability arises only for gross negligence, not mere lack of ordinary care.

Step 1 — Identify the legal rule: A gratuitous bailee is only liable if their negligence is gross, i.e., a very marked departure from ordinary standards. Leaving a laptop near a window during a rainstorm may be careless, but the question is whether it crosses the high threshold of gross negligence.

Step 2 — Apply to facts: Kiran received no reward; the bailment was gratuitous. Her act of leaving the laptop near an open window during rain was negligent but arguably does not rise to the level of gross negligence (a total disregard for the property). Under the principle, Kiran escapes liability.

Why other options are wrong:

- Option (A): Incorrect — Gratuitous bailees are held only to the gross negligence standard, not the highest possible care.
- Option (C): Incorrect — Social benefit from a friendly relationship does not convert a gratuitous bailment into a non-gratuitous one.
- Option (D): Incorrect — Gratuitous bailees do have a duty of care; they are

simply held to a lower (gross negligence) standard.

Final Answer: As a gratuitous bailee, Kiran is liable only for gross negligence, which is not established on these facts $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q11

Q12.

Solution

Concept — Agency (apparent/ostensible authority): Apparent authority arises when the principal, by conduct or representation, leads a third party to believe that the agent has authority to act on the principal's behalf. The principal is bound by acts within apparent authority, even if the agent exceeded actual authority, provided the third party relied on the representation in good faith.

Step 1 — Identify the legal rule: The principal is estopped from denying the agent's authority where the principal's own conduct created the appearance of authority and the third party acted in reliance on that appearance without notice of any limitation.

Step 2 — Apply to facts: Raj's practice of allowing Mohan to deal with all suppliers without any disclosed restriction created apparent authority covering dealings with suppliers. The supplier had no knowledge of any limitation. Raj is bound.

Why other options are wrong:

- Option (A): Incorrect — Exceeding actual authority is irrelevant when apparent authority is established.
- Option (B): Incorrect — A third party dealing with an agent is not required to demand written proof of authority absent any reason to suspect limitation.
- Option (D): Incorrect — Apparent authority does not depend on what the agent expressly claimed; it depends on the principal's conduct.

Final Answer: Raj's conduct created apparent authority; he is bound by Mohan's act $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q12

Q13.

Solution

Concept — Wagering agreement (Section 30, Indian Contract Act): A wagering agreement is one where two parties agree to pay money upon the outcome of an uncertain future event, each standing to win or lose. Section 30 declares all wagering agreements void. No suit may be brought to recover money won on a wager.

Step 1 — Identify the legal rule: A wagering agreement has the characteristics of: (i) mutual chances of gain and loss, (ii) dependent on an uncertain future event, and (iii) no other interest in the event beyond winning or losing. Such agreements are void, not merely voidable.

Step 2 — Apply to facts: Anil and Bala's agreement is a classic wager on a cricket match — mutual chances of gain/loss, uncertain event, no other interest. It is void. No court will enforce it. Anil's suit must fail.

Why other options are wrong:

- Option (A): Incorrect — The fact that the event has occurred does not validate a wagering agreement; the agreement was void from inception.
- Option (B): Incorrect — Voluntary agreement cannot validate a contract that the law declares void on grounds of public policy.
- Option (C): Incorrect — The prohibition under Section 30 applies to all wagering agreements; the venue (private vs. casino) is irrelevant.

Final Answer: The agreement is a void wagering agreement; Anil's suit will fail $\Rightarrow \boxed{\text{D}}$

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

Q14.

Solution

Concept — Agreement in restraint of marriage (Section 26, Indian Contract Act): Section 26 declares every agreement in restraint of the marriage of any person (other than a minor) to be void. This reflects the public policy that personal freedom to marry is an inalienable right that cannot be bartered away by contract.

Step 1 — Identify the legal rule: Section 26 applies to total or partial restraint of marriage. Even a restriction on the choice of partner (partial restraint) falls within its ambit. The agreement is void regardless of consideration paid.

Step 2 — Apply to facts: Seema's agreement not to marry anyone from a particular community is a partial restraint of her marriage. It is void under Section 26. A void agreement creates no rights; the uncle cannot recover the money on the basis of it.

Why other options are wrong:

- Option (B): Incorrect — Acceptance of money and agreement to terms cannot enforce what the law declares void.
- Option (C): Incorrect — Section 26 covers both total and partial restraints; the distinction drawn is legally incorrect.
- Option (D): Incorrect — Payment of consideration does not validate a void agreement; the money cannot be recovered through the void contract.

Final Answer: The agreement is void under Section 26; the uncle cannot recover the money $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q14

Q15.

Solution

Concept — Novation (Section 62, Indian Contract Act): Novation is the substitution of a new contract for an old one by mutual agreement. It may involve new parties. Upon novation, the original contract is extinguished and the original party is discharged. No further obligation lies on the party released.

Step 1 — Identify the legal rule: Novation requires: (i) agreement of all parties (including the new party where one is introduced), (ii) discharge of the original obligation, and (iii) substitution of a new obligation. The original promisor is released from all liability upon novation.

Step 2 — Apply to facts: All three — Dinesh, Ramona, and Suresh — agreed to substitute Suresh for Dinesh. Ramona expressly released Dinesh. Upon novation, Dinesh's obligation was extinguished. Ramona can no longer demand payment from Dinesh.

Why other options are wrong:

- Option (A): Incorrect — Novation (as distinct from mere assignment) discharges the original debtor; the law recognises novation of debt with three-party consent.
- Option (C): Incorrect — Novation does not require court registration; mutual

agreement suffices.

- Option (D): Incorrect — This was not a guarantee (surety arrangement); it was a full substitution of the debtor, which is the essence of novation.

Final Answer: Novation discharged Dinesh from all liability; Ramona cannot demand payment from him ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q15

Q16.

Solution

Concept — Article 12 (definition of "State"): The Supreme Court has held that a body is an "other authority" under Article 12 if it is created by statute, substantially financed by the government, and subject to pervasive governmental control. Commercial character alone does not exclude a body from Article 12.

Step 1 — Identify the legal rule: Three main factors: statutory creation, dominant government financing, and deep governmental control over management and policy. Satisfaction of all three factors typically brings a body within the definition of "State."

Step 2 — Apply to facts: NMDB is created by Central statute, 85% government equity, government-appointed chairperson, and policy approval required from government — all three factors are amply satisfied. NMDB is "State" under Article 12.

Why other options are wrong:

- Option (A): Incorrect — Commercial activity does not preclude "State" status; the test is structural control, not functional character.
- Option (B): Incorrect — Separate legal personality (corporate incorporation) does not bar "State" classification under Article 12.
- Option (D): Incorrect — No Presidential notification is required; courts determine "State" status through the three-factor test.

Final Answer: NMDB satisfies all criteria for "State" under Article 12; the dismissed employee can challenge under Part III ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q16

Q17.

Solution

Concept — Article 16(4) (reservation in public employment): Article 16(4) is a saving clause enabling the State to make reservations for backward classes not adequately represented in government services. The Supreme Court has held that reservation is a policy tool of the State, not an individual fundamental right. Challenges by general category candidates on the ground that higher scores were overlooked do not succeed if the reservation is constitutionally valid.

Step 1 — Identify the legal rule: Article 16(4) permits reservations for backward classes not adequately represented. The courts examine whether the class qualifies as backward and whether there is inadequate representation. Pradeep must show the reservation itself is constitutionally impermissible.

Step 2 — Apply to facts: The State has identified a backward community and reserved 10% of seats for them in public employment. This is squarely within the enabling power of Article 16(4). Pradeep's grievance that his score was higher does not invalidate a constitutionally authorised reservation.

Why other options are wrong:

- Option (A): Incorrect — Article 16(4) specifically permits reservations that reduce general category seats; Article 16(1) is subject to Article 16(4).
- Option (B): Incorrect — Article 16(4) is not limited to SCs and STs; it covers any backward class not adequately represented.
- Option (C): Incorrect — The 10% ceiling mentioned is fictitious; the Constitution does not fix a 10% cap (the 50% ceiling is judicial, set in Indra Sawhney).

Final Answer: The reservation is valid under Article 16(4); Pradeep's challenge will fail $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q17

Q18.

Solution

Concept — Article 20(2) (double jeopardy): Article 20(2) protects a person from being "prosecuted and punished" for the same offence more than once. For the protection to apply, the person must have been tried by a court of competent jurisdiction and the proceedings must have ended in conviction or acquittal. A second prosecution for the same offence violates this right.

Step 1 — Identify the legal rule: The state cannot initiate a fresh trial for the same offence after the person has been convicted and punished. Note: an appeal by the state against the adequacy of sentence is different from a fresh trial (it is part of the same proceedings).

Step 2 — Apply to facts: The question describes a fresh trial before another Sessions Court for the very same act of robbery — not an appeal against sentence. This squarely falls within the prohibition of Article 20(2). Vivek's constitutional protection applies.

Why other options are wrong:

- Option (B): Incorrect — While a sentence appeal is permissible (and distinguishable), the facts describe a completely fresh trial, not an appeal.
- Option (C): Incorrect — Article 20(2) applies to both convictions and acquittals; the protection is not limited to acquittals.
- Option (D): Incorrect — The fact that it is a different court is irrelevant; the offence is the same.

Final Answer: Vivek cannot be tried afresh for the same offence; Article 20(2) protects him $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q18

Q19.

Solution

Concept — Article 22(1) (rights upon arrest): Article 22(1) guarantees two rights to every arrested person: (i) the right to be informed of the grounds of arrest "as soon as may be," and (ii) the right to consult and be defended by a legal practitioner of their choice. Both rights arise at the moment of arrest; neither can be deferred until after interrogation.

Step 1 — Identify the legal rule: Both limbs of Article 22(1) are mandatory. The police cannot withhold the grounds of arrest or delay access to a lawyer as a tactic for interrogation. Violation of either right renders the arrest invalid.

Step 2 — Apply to facts: The officer told Zara only that she was arrested for "a serious matter" (no grounds disclosed) and refused her access to a lawyer until after interrogation. Both limbs of Article 22(1) were violated. The arrest is constitutionally invalid.

Why other options are wrong:

- Option (A): Incorrect — Article 22(1) rights are not suspended by exigent circumstances in ordinary (non-preventive) arrests.
- Option (C): Incorrect — The right to a lawyer under Article 22(1) arises at the point of arrest, not upon filing of a charge-sheet.
- Option (D): Incorrect — Article 22(1) applies to ordinary arrests; Article 22(4)–(7) relates to preventive detention, which involves different rights.

Final Answer: Both Article 22(1) rights were violated; the arrest is invalid $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q19

Q20.

Solution

Concept — Article 72 vs. Article 161 (pardoning powers): The President's pardoning power under Article 72 extends to all sentences, including death sentences. The Governor's power under Article 161 is analogous but is expressly excluded from covering death sentences. Only the President can pardon or commute a death sentence.

Step 1 — Identify the legal rule: Article 161 grants the Governor the power to grant pardons, reprieves, etc., but this power does not extend to sentences passed by courts martial or death sentences. For death sentences, the clemency petition must go to the President.

Step 2 — Apply to facts: Ramdev's death sentence can only be commuted by the President, not the Governor. The Governor's order commuting the death sentence is without constitutional authority and is therefore invalid.

Why other options are wrong:

- Option (A): Incorrect — Being the constitutional head of the State does not grant the Governor power beyond what Article 161 provides.

- Option (B): Incorrect — Whether a mercy petition is filed first before the Governor is a matter of procedure, not of power; the Governor still lacks the power to commute a death sentence.
- Option (D): Incorrect — Article 161 does not grant the Governor the same powers as the President in all matters; specifically, death sentences are excluded.

Final Answer: Only the President can commute a death sentence; the Governor's order is constitutionally invalid $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q20

Q21.

Solution

Concept — Criminal conspiracy: Criminal conspiracy is the agreement between two or more persons to commit an illegal act. For offences punishable with more than two years' imprisonment, the agreement itself is sufficient to constitute the offence without any overt act being required.

Step 1 — Identify the legal rule: Dacoity is punishable with a minimum of seven years' rigorous imprisonment — well above the two-year threshold. Therefore, no overt act is required; the agreement alone completes the offence of criminal conspiracy.

Step 2 — Apply to facts: Shankar and Tarun agreed to commit dacoity. The agreement constitutes criminal conspiracy. The fact that no overt act was committed before arrest is irrelevant for a serious offence like dacoity.

Why other options are wrong:

- Option (A): Incorrect — Overt act is not required for conspiracy to commit a serious offence; this option confuses the rule applicable to minor offences.
- Option (B): Incorrect — Criminal conspiracy requires only two or more persons; the "four persons" threshold is specific to dacoity as a substantive offence, not to conspiracy.
- Option (C): Incorrect — An oral agreement is sufficient to constitute criminal conspiracy; no written record is required.

Final Answer: For dacoity, the agreement alone suffices for criminal conspiracy; both can be convicted $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q21

Q22.

Solution

Concept — Wrongful restraint vs. wrongful confinement: Wrongful restraint is an *partial* obstruction — the person is prevented from proceeding in one direction but has other routes available. Wrongful confinement is total enclosure with no means of escape. Where at least one alternative direction of movement remains open, only wrongful restraint (a lesser offence) is made out.

Step 1 — Identify the legal rule: Wrongful restraint = obstruction in one direction with alternative routes still available. Wrongful confinement = complete enclosure with no escape. The key test is whether the person retained any freedom of movement.

Step 2 — Apply to facts: Vikrant blocked the lane in front of Mohan but the lane behind was open. Mohan could have turned back and taken an alternative route. This is partial restraint = wrongful restraint, not confinement.

Why other options are wrong:

- Option (B): Incorrect — Private individuals can commit wrongful restraint; this is not exclusively a governmental act.
- Option (C): Incorrect — Having an alternative route does not mean no offence was committed; Vikrant still obstructed Mohan in a direction Mohan had a right to proceed.
- Option (D): Incorrect — Wrongful confinement requires total enclosure; Mohan retained freedom to move in another direction.

Final Answer: Vikrant obstructed Mohan's movement in one direction while another route remained open — wrongful restraint is established $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q22

Q23.

Solution

Concept — Assault: Assault is a threatening gesture or act that creates in the mind of the victim a reasonable apprehension of imminent force. Physical contact is not required. The act must be such as would cause a reasonable person to apprehend that force is about to be applied.

Step 1 — Identify the legal rule: Elements of assault: (i) a gesture or act by the accused, (ii) creating reasonable apprehension of imminent force in the victim's mind, (iii) no physical contact required. Mere words without accompanying gesture are generally not assault.

Step 2 — Apply to facts: Keshav raised his fist and advanced toward Dilip. This combination of gesture and movement created a reasonable apprehension in Dilip that Keshav was about to strike him. The fact that no contact was made is irrelevant — assault was complete at the point of apprehension.

Why other options are wrong:

- Option (A): Incorrect — Physical contact is required for battery, not assault; the two are distinct wrongs.
- Option (C): Incorrect — The victim's alleged equal aggression is not a legal defence to a charge of assault.
- Option (D): Incorrect — Assault requires apprehension of force, not proof of medical/psychological consequences; a medical certificate is not an element of the offence.

Final Answer: Keshav's threatening gesture and advance created a reasonable apprehension of imminent force — assault is established $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q23

Q24.

Solution

Concept — Mischief by fire: Mischief by fire is committed when a person knowingly or intentionally destroys property belonging to another by fire or explosive substance, and the value of property destroyed exceeds Rs. 50,000. The deliberate nature of the act distinguishes it from accidental fire.

Step 1 — Identify the legal rule: Elements: (i) deliberate or knowing act of setting fire, (ii) to another person's property, (iii) value of property destroyed exceeds the prescribed threshold (Rs. 50,000). All three must be established.

Step 2 — Apply to facts: Nanda deliberately set fire to Sita's warehouse containing goods worth Rs. 3,00,000 — far above the threshold. The act was intentional, motivated by business rivalry. All three elements are satisfied.

Why other options are wrong:

- Option (A): Incorrect — The offence does not require intent to destroy every item; setting fire deliberately to the property is sufficient even if the full extent of spread was not anticipated.

- Option (B): Incorrect — Property belonging to a business entity (owned by Sita) is fully protected; the nature of ownership (individual vs. entity) is irrelevant.
- Option (D): Incorrect — A person who directs another to set fire is equally guilty; the offence may be committed personally or through an agent.

Final Answer: Nanda deliberately set fire to property worth Rs. 3,00,000, well above the threshold — guilty of mischief by fire $\Rightarrow$ $\boxed{\text{C}}$

Answer: (C) Go Back to Q24

Q25.

Solution

Concept — Special Marriage Act, 1954 (inter-faith civil marriage): The Special Marriage Act, 1954 was enacted precisely to enable civil marriages between persons of any religion or faith. The Act prescribes four conditions for a valid marriage: legal age (male 21, female 18), single status, sound mind, and no prohibited degree relationship. Religion is not a bar.

Step 1 — Identify the legal rule: The Act expressly allows inter-faith marriages. The conditions are statutory, not religion-based. Family objection is not a statutory ground for refusal by the Marriage Officer.

Step 2 — Apply to facts: Aryan (24, Hindu) and Fatima (20, Muslim): both above minimum age, both single, not within prohibited degrees. All four conditions are satisfied. The Marriage Officer must solemnise the marriage. The family's objection has no legal basis under the Act.

Why other options are wrong:

- Option (A): Incorrect — The Act's entire purpose is to enable inter-faith marriages; same religion is not required.
- Option (B): Incorrect — Different personal laws do not bar a civil marriage under the Special Marriage Act.
- Option (C): Incorrect — Family objection is not a prescribed ground for refusal; the Marriage Officer considers only the statutory conditions.

Final Answer: All statutory conditions are met; the Special Marriage Act enables their inter-faith civil marriage $\Rightarrow$ $\boxed{\text{D}}$

Answer: (D) Go Back to Q25

Q26.

Solution

Concept — Mental cruelty under the Hindu Marriage Act, 1955: Section 13(1)(ia) of the Hindu Marriage Act includes cruelty as a ground for divorce. The Supreme Court has recognised that mental cruelty — systematic humiliation, abusive conduct, persistent belittling, and social isolation — qualifies as cruelty even without physical violence, provided it causes grave anxiety or endangers mental health.

Step 1 — Identify the legal rule: Cruelty under the Act encompasses both physical and mental cruelty. Mental cruelty requires a pattern of conduct of sufficient gravity to cause reasonable apprehension that cohabitation would be harmful to health. Medical evidence of depression strengthens the case.

Step 2 — Apply to facts: Rajan's sustained humiliation, derogatory remarks, public belittling, and isolation of Priya caused her severe depression. This is a textbook instance of mental cruelty as recognised by courts. Physical violence is not required.

Why other options are wrong:

- Option (B): Incorrect — The law and judicial precedent expressly recognise mental cruelty as a ground; physical violence is not the sole criterion.
- Option (C): Incorrect — Compulsory pre-divorce mediation is a procedural step under certain dispute resolution frameworks; it does not bar a petition on the ground of cruelty.
- Option (D): Incorrect — While medical evidence is helpful, it is not an absolute prerequisite; courts assess cruelty from the totality of the evidence.

Final Answer: Persistent humiliation and deliberate isolation constitute mental cruelty; Priya will succeed $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q26

Q27.

Solution

Concept — Prompt mehr (Muslim law): In Muslim personal law, prompt dower (mu'ajjal) is payable immediately on demand. Until paid, the wife has a recognised legal right to refuse cohabitation. This refusal does not amount to desertion and cannot be used as a ground for divorce against the wife.

Step 1 — Identify the legal rule: The wife's right to refuse cohabitation pending payment of prompt mehr is a vested legal right, not a breach of marital duty. Desertion requires both the factum of separation and the animus deserendi (intention to desert); a wife exercising a legal right has neither.

Step 2 — Apply to facts: Farhan agreed to pay prompt mehr of Rs. 50,000. He failed to pay despite repeated demands. Amina exercised her right to withhold cohabitation. This cannot be characterised as desertion. Farhan's divorce petition on the ground of desertion must fail.

Why other options are wrong:

- Option (A): Incorrect — Physical separation in this context is the exercise of a legal right, not desertion.
- Option (C): Incorrect — The mehr obligation and the cohabitation right are not independent; the wife's right to withhold cohabitation is specifically tied to non-payment of prompt mehr.
- Option (D): Incorrect — Muslim personal law does recognise desertion (or at least wilful withdrawal from cohabitation without reasonable excuse) as a ground for relevant proceedings; but the issue here is that Amina had a reasonable (legally recognised) excuse.

Final Answer: Amina's refusal is a legally protected right; it does not constitute desertion — Farhan's petition will fail $\Rightarrow \boxed{\text{B}}$

$\boxed{\textbf{Answer: (B)}}$ Go Back to Q27

Q28.

Solution

Concept — Nemo judex in sua causa (rule against bias): This foundational principle of natural justice prohibits a decision-maker from adjudicating any matter in which they have a personal interest, whether financial or otherwise. A direct financial interest in the outcome automatically disqualifies the decision-maker, and any decision made in breach is void.

Step 1 — Identify the legal rule: Financial interest in the outcome of a quasi-judicial proceeding creates a presumption of bias. The decision-maker need not have actually been influenced; the mere existence of the interest is sufficient to invalidate the decision (*bias in fact* is not required; *real danger* or *reasonable suspicion* of bias suffices).

Step 2 — Apply to facts: Three members of the Municipal Committee stood to benefit financially from dismissing the objections against the road tax. They had a direct pecuniary interest in the outcome and should have disqualified themselves. Their participation violates nemo judex in sua causa.

Why other options are wrong:

- Option (A): Incorrect — Having the legal power to decide does not authorise a biased decision; power must be exercised fairly.
- Option (B): Incorrect — Pecuniary (financial) interest is the clearest form of bias; animosity is not the only disqualifying interest.
- Option (D): Incorrect — The rule against bias is preventive, not punitive; proof of actual bad faith is not required.

Final Answer: The committee members with financial interest violated nemo judex in sua causa; the decision is invalid $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q28

Q29.

Solution

Concept — Ex turpi causa non oritur actio (illegality as a bar): This maxim bars a plaintiff from obtaining any legal remedy when the cause of action is founded upon the plaintiff's own illegal or immoral act. Courts will not assist a party who must rely on their own unlawful conduct to establish their claim.

Step 1 — Identify the legal rule: The bar applies where: (i) the plaintiff's claim is directly founded on an illegal act, and (ii) the plaintiff cannot establish their case without relying on the illegality. The court refuses to be a vehicle for enforcing rights arising from unlawful conduct.

Step 2 — Apply to facts: Praveen's claim for a share of profits is entirely founded on the illegal smuggling agreement. He cannot establish his right to the money without relying on the illegal venture. The maxim bars his claim.

Why other options are wrong:

- Option (A): Incorrect — Unjust enrichment claims are also subject to the illegality defence when the enrichment arises from an illegal act in which the plaintiff participated.
- Option (B): Incorrect — Civil courts do not enforce illegal contracts; the principle is not that courts ignore the source of a claim.
- Option (C): Incorrect — Money had and received (quasi-contractual remedy) is unavailable where the illegality directly underpins the claim.

Final Answer: Praveen's claim is founded on his own illegal act; ex turpi causa bars his suit $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q29

Q30.

Solution

Concept — Delegatus non potest delegare (no sub-delegation): A delegate who has been conferred a discretionary statutory power must exercise that power personally and cannot further delegate it to another, unless the statute expressly or by necessary implication permits sub-delegation. Licensing and quasi-judicial powers, being discretionary, are particularly subject to this rule.

Step 1 — Identify the legal rule: The rule applies with greatest force to discretionary powers (such as licensing) conferred personally on a specified officer. Sub-delegation without authority is ultra vires and renders the sub-delegate's acts void.

Step 2 — Apply to facts: The statute conferred the licensing power on the Collector personally. The Collector sub-delegated to the Tehsildar without statutory authority. The Tehsildar's grants and refusals of licenses are therefore ultra vires and invalid.

Why other options are wrong:

- Option (B): Incorrect — Administrative efficiency does not authorise sub-delegation of a discretionary statutory power absent express or implied permission.
- Option (C): Incorrect — The fact that licenses are granted under a State law does not validate an unauthorised sub-delegation; all acts must also comply with the parent statute.
- Option (D): Incorrect — Supervisory control by the Collector does not cure the defect; what is required is personal exercise of the discretion, not mere supervision of a sub-delegate.

Final Answer: The Collector lacked authority to sub-delegate; the Tehsildar's decisions are invalid $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q30

Q31.

Solution

Concept — Easement by prescription (Section 15, Indian Easements Act, 1882): An easement is acquired by prescription when the right has been peaceably and openly enjoyed as an easement (i.e., without concealment and without the permission of the servient owner) for a continuous period of twenty years without interruption.

Step 1 — Identify the legal rule: Requirements: (i) peaceable and open user, (ii) as of right (not by permission), (iii) for twenty years without interruption, and (iv) without the consent of the servient owner. Upon satisfying these, the easement is deemed acquired.

Step 2 — Apply to facts: Gita used the footpath for twenty-two years, openly, peaceably, without interruption, as of right, and without Harsha's permission. All conditions are met. Twenty years have elapsed. Gita's easement by prescription is established.

Why other options are wrong:

- Option (A): Incorrect — Prescription is user without consent; if consent existed, it would be a licence, not an easement by prescription.
- Option (C): Incorrect — The Indian Easements Act prescribes twenty years, not thirty.
- Option (D): Incorrect — Easements by prescription are not required to be registered; they are acquired through long user itself.

Final Answer: Gita's twenty-two years of open, uninterrupted, non-consensual user satisfies all conditions for easement by prescription ⇒ $\boxed{B}$

Answer: (B) Go Back to Q31

Q32.

Solution

Concept — Mohd. Ahmed Khan v Shah Bano Begum (1985): The Supreme Court held in this landmark case that Section 125 of the Code of Criminal Procedure, 1973 (a secular provision providing maintenance to destitute divorced women) applies to Muslim divorced women. Payment of iddat amount does not discharge the obligation under the secular law if the wife is unable to maintain herself after iddat.

Step 1 — Identify the legal rule: Section 125 CrPC (now reflected in secular law) is a social welfare provision applicable to all women regardless of religion. Muslim personal law does not override it to the extent that it falls short of providing reasonable and fair provision. The iddat payment alone is not sufficient to extinguish the statutory right.

Step 2 — Apply to facts: Shahnaz is unable to maintain herself after divorce. Kareem paid only the iddat amount. Under the Shah Bano ruling, Shahnaz is entitled to maintenance from Kareem beyond the iddat period under the secular law, as the iddat payment does not discharge the obligation to a destitute divorced wife.

Why other options are wrong:

- Option (A): Incorrect — The Supreme Court in Shah Bano held that Section 125 CrPC, as a secular law of general applicability, prevails; Muslim personal law does not override it.
- Option (B): Incorrect — Iddat payment discharges the obligation under personal law during the iddat period; it does not extinguish the secular statutory right to maintenance of a destitute divorced woman.
- Option (D): Incorrect — No such procedural requirement (Qazi certificate) exists under the law; the court's jurisdiction is invoked by the wife's application.

Final Answer: A Muslim divorced wife who cannot maintain herself is entitled to maintenance under secular law — as held in Shah Bano ⇒ $\boxed{C}$

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						