MH CET LAW Legal Aptitude & Legal Reasoning

Sample Paper – 6

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: Where a person's legal right is violated, the law presumes damage and an action lies even without proof of actual loss. This is known as *injuria sine damno* — injury without damage. The violation of the right itself is sufficient to found a cause of action.

FACTS: Meera was a registered voter in her constituency. On election day, the Returning Officer, without any legal justification, refused to enter her name in the electoral roll and barred her from casting her vote. Meera could not prove that her vote would have changed the election result, and she suffered no financial loss. She filed a suit for damages against the Returning Officer.

(A) Meera's suit will succeed because her legal right to vote was violated, and actual damage need not be proved.

(B) Meera's suit will fail because she cannot show that the outcome of the election was affected.

(C) Meera's suit will fail because no financial loss was suffered.

(D) Meera's suit will succeed only if she proves that the wrongful exclusion was intentional.

Q2. **PRINCIPLE:** When an independent act of a third party or the plaintiff, which is free, voluntary and deliberate, intervenes between the defendant's negligence and the plaintiff's damage, it breaks the chain of causation and relieves the defendant of liability. This intervening act is called *novus actus interveniens*.

FACTS: Rajiv negligently left a deep, unfenced excavation on a public footpath. Suresh, a passerby, noticed the pit and decided, on a whim, to push his companion Farida into it as a prank. Farida suffered injuries. Farida sued Rajiv for damages.

(A) Rajiv is liable because the excavation was the root cause of Farida's injury.

(B) Rajiv is not liable because Suresh's deliberate act of pushing Farida broke the chain of causation.

(C) Rajiv is liable because he should have foreseen that mischievous persons might misuse the excavation.

(D) Rajiv and Suresh are jointly liable to Farida in equal proportions.

Q3. **PRINCIPLE:** An unlawful means conspiracy arises where two or more persons combine together and use unlawful means with the predominant purpose of injuring the plaintiff, causing actual damage to that plaintiff. Unlike lawful means conspiracy, damage caused even without a predominant intent to injure may still be actionable if unlawful means are used.

FACTS: Priya runs a small catering business. Her competitors, Anand and Bharat, agreed between themselves to circulate forged health-inspection failure certificates bearing Priya's business name to her key clients. As a result, Priya lost Rs. 4 lakh worth of catering contracts. Priya sued Anand and Bharat.

(A) Priya cannot sue because competition between businesses is lawful even if aggressive.

(B) Priya cannot sue because she must first prove a predominant intent to destroy her business entirely.

(C) Priya can succeed because Anand and Bharat combined to use unlawful means (forged documents) causing her actual financial damage.

(D) Priya can sue only Anand, who was the one who physically circulated the forged certificates.

Q4. PRINCIPLE: A person confronted with a sudden emergency not of his own creation is not held to the same standard of care as someone acting under normal, unhurried conditions. The law recognises that the instinctive response to imminent peril may differ from what a reasonable person would do in calm deliberation.

FACTS: Kabir was driving carefully on a highway when a child unexpectedly ran onto the road from behind a parked truck. To avoid hitting the child, Kabir swerved sharply to the left and collided with Lata's parked scooter, damaging it. There was no other evasive option available in the split second. Lata sued Kabir for the damage to her scooter.

(A) Kabir is liable because he collided with Lata's vehicle and must compensate her regardless of the reason.

(B) Kabir is liable because a careful driver should always be able to stop without colliding.

(C) Kabir is partially liable because he should have anticipated children near parked vehicles.

(D) Kabir is not liable because he was confronted with a sudden emergency not of his own making and acted as a reasonable person would in that situation.

Q5. PRINCIPLE: A continuing nuisance is one where an unlawful state of affairs persists over time, causing repeated or ongoing interference with another's use and enjoyment of land. A fresh cause of action arises each time the nuisance recurs, and the defendant remains liable for every recurrence until the nuisance is abated.

FACTS: Ganesh built a concrete wall that blocked a natural drainage channel running along the boundary of his land and his neighbour Vimal's land. Every time it rained heavily, water backed up and flooded Vimal's fields, destroying crops. Ganesh refused to remove the wall. Vimal sued for damages and an injunction after the third such flood.

(A) Vimal can claim damages for each flood and obtain an injunction, as each recurrence is a fresh cause of action from an ongoing nuisance.

(B) Vimal can only claim for the first flood; subsequent floods are covered by the same cause of action already before the court.

(C) Vimal cannot claim because rainwater flooding is an act of God beyond Ganesh's control.

(D) Vimal can obtain an injunction but not damages, because nuisance remedy is restricted to injunctive relief alone.

Q6. PRINCIPLE: A statement is protected by qualified privilege when it is made in discharge of a duty or in protection of a common interest, to a person who has a corresponding duty or interest to receive it. The protection is lost if the maker of the statement is actuated by malice.

FACTS: Hemant, the HR Manager of a company, was asked by a prospective employer to give a reference for his former employee, Sunita. Hemant honestly reported that Sunita had been dismissed for frequent unauthorised absences. The statement turned out to be factually accurate. Sunita sued Hemant for defamation.

(A) Hemant is liable because making negative remarks about a former employee is always defamatory.

(B) Hemant is not liable because the statement was made on an occasion of qualified privilege and there is no evidence of malice.

(C) Hemant is liable because truth alone is not a complete defence in employment reference cases.

(D) Hemant is not liable only because the statement was true; qualified privilege has no application here.

Q7. **PRINCIPLE:** Where a landlord retains control over a part of leased premises (such as common staircases, passageways or rooftops) and that part is in a dangerous condition, the landlord owes a duty of care not only to the tenant but also to all persons who are lawfully on the premises, including visitors of the tenant.

FACTS: Sanjay let out the first-floor flat of a building to Rekha, retaining control over the common staircase. The handrail of the staircase was loose and dilapidated. Rekha's guest, Mohan, was climbing the staircase when the handrail gave way, causing him to fall and break his wrist. Sanjay argued that his duty was only to Rekha, not to her visitors.

(A) Sanjay is not liable because he had no contractual relationship with Mohan.

(B) Sanjay is not liable because Mohan should have tested the handrail before relying on it.

(C) Sanjay is liable to Mohan because he retained control over the defective staircase and owed a duty of care to all lawful visitors.

(D) Sanjay is liable only to Rekha for breach of the tenancy agreement; Mohan must sue Rekha.

Q8. **PRINCIPLE:** Danger invites rescue. Where the defendant's negligence creates a dangerous situation, it is reasonably foreseeable that someone may attempt to rescue the person imperilled. A rescuer who acts reasonably in response to that danger is not contributorily negligent; the original tortfeasor is liable to the rescuer for injuries suffered during the rescue.

FACTS: Ramesh negligently knocked over an electric pole, leaving live wires dangling across a busy road. Deepak saw a child trapped near the live wires. Deepak attempted to pull the child away, acting quickly but with reasonable caution, and was electrocuted in the process, suffering severe burns. Deepak sued Ramesh.

(A) Deepak cannot recover because he voluntarily exposed himself to a known risk (*volenti non fit injuria*).

(B) Deepak cannot recover because his intervention was an independent act breaking the chain of causation.

(C) Deepak can recover only half the damages because he was contributorily negligent in approaching live wires.

(D) Deepak can recover full damages from Ramesh because it was reasonably foreseeable that someone would attempt a rescue, and Deepak acted reasonably.

Q9. PRINCIPLE: A person who, in the course of a business or profession, makes a careless misstatement of fact or opinion, knowing that another person will rely on it for a serious purpose, owes a duty of care to that person. If the person relies on the statement and suffers pure financial loss as a result, the maker of the statement is liable in negligence.

FACTS: Ravi, a chartered accountant, was asked by his client Sneha to certify the financial health of a target company before Sneha invested Rs. 20 lakh in it. Ravi carelessly issued a certificate declaring the company financially sound without conducting a proper audit. Relying on the certificate, Sneha invested and lost her entire investment when the company turned out to be insolvent. Sneha sued Ravi.

(A) Sneha's claim succeeds because Ravi negligently made a misstatement on which Sneha justifiably relied, causing her financial loss.

(B) Sneha's claim fails because pure economic loss is never recoverable in tort.

(C) Sneha's claim fails because Ravi did not intend to deceive her.

(D) Sneha's claim fails because she should have independently verified the company's accounts.

Q10. PRINCIPLE: A court will not grant specific performance of a contract for the rendition of personal services. Such contracts require the personal skill, talent or judgment of a particular individual, and compelling performance would amount to involuntary servitude. The aggrieved party's remedy is limited to damages.

FACTS: A renowned classical vocalist, Usha, entered into a contract with a concert organiser, Prakash, to perform exclusively at his festival for two seasons. Usha later refused to perform after receiving a better offer from a rival organiser. Prakash sought a court order of specific performance compelling Usha to sing at his festival.

(A) The court will grant specific performance because Usha's refusal is a clear breach of her contractual obligation.

(B) The court will refuse specific performance because the contract is for personal services requiring Usha's unique skill; Prakash's remedy lies in damages.

(C) The court will grant specific performance because Usha's talent is commercially valuable and money cannot adequately substitute for her performance.

(D) The court will grant specific performance only if Prakash proves he cannot find an equally talented substitute.

Q11. **PRINCIPLE:** Where parties to a contract agree to substitute a new obligation for an existing one, and that new obligation is performed, the original contract is discharged. This is called accord and satisfaction. The *accord* is the new agreement; the *satisfaction* is the performance of that agreement.

FACTS: Dilip owed Farhan Rs. 1 lakh under a money loan contract. Farhan agreed to accept Dilip's antique painting, valued at Rs. 80,000, in full and final settlement of the debt. Dilip delivered the painting and Farhan accepted it. Later, Farhan changed his mind and sued Dilip for the remaining Rs. 20,000.

(A) Farhan can succeed because the painting's value was less than the amount owed.

(B) Farhan can succeed because a debt of money can only be discharged by payment of money.

(C) Farhan cannot succeed because the original debt was discharged by accord and satisfaction when Dilip delivered the painting and Farhan accepted it.

(D) Farhan can succeed because accord and satisfaction requires court approval to be valid.

Q12. PRINCIPLE: Any agreement by which a party is restricted absolutely from enforcing his legal rights arising under a contract, by the usual legal proceedings in ordinary tribunals, or which limits the time within which he may enforce his rights, is void to that extent. (Section 28, Indian Contract Act, 1872.)

FACTS: A software company, TechCo, included a clause in its service agreement with a client stating: "Any dispute arising under this contract must be raised within 3 months of the date of the dispute, failing which all claims shall be permanently barred." The client raised a valid dispute after 5 months. TechCo relied on the clause to reject the claim.

(A) The clause is valid because parties are free to agree on shorter limitation periods.

(B) The clause is valid because it does not absolutely bar legal proceedings — it only shortens the window.

(C) The clause is valid only if the client had an opportunity to negotiate it.

(D) The clause is void because it limits the time within which the client may enforce his legal rights, contrary to Section 28 of the Indian Contract Act, 1872.

Q13. PRINCIPLE: When goods are pledged as security for a loan and the debtor defaults on repayment, the pawnee (creditor) acquires the right to sell the pledged goods after giving the pawnor (debtor) reasonable notice of the intended sale. The pawnee must apply the sale proceeds first to the debt and return any surplus to the pawnor.

FACTS: Ashok pledged his gold jewellery with a finance company as security for a loan of Rs. 2 lakh. On the due date, Ashok failed to repay. The finance company sent a written notice to Ashok giving him 15 days to repay, failing which the jewellery would be sold. Ashok did not repay. The finance company sold the jewellery for Rs. 2.5 lakh, retained Rs. 2 lakh towards the debt, and returned Rs. 50,000 to Ashok. Ashok sued, claiming the sale was illegal.

(A) The finance company acted lawfully because it gave reasonable notice before the sale and returned the surplus to Ashok.

(B) The sale was illegal because only a court order can authorise the sale of pledged goods.

(C) The sale was illegal because the finance company should have held an auction rather than a private sale.

(D) The sale was partially lawful; the company could retain the proceeds up to the debt but had no right to sell goods worth more than the loan.

Q14. **PRINCIPLE:** Where a party to a contract prevents the other party from performing his part of the contract, the party who prevents performance cannot take advantage of the non-performance. The party whose performance was prevented has the option to treat the contract as rescinded or to sue for compensation.

FACTS: Vikram contracted with a construction firm to build a boundary wall on Vikram's plot within 60 days. After the firm mobilised labour and materials, Vikram locked the gate to the plot and refused to grant the firm access, claiming he had changed his mind. On the 60th day, Vikram sued the firm for failing to complete the wall on time.

(A) Vikram succeeds because the firm failed to complete the wall within the stipulated time.

(B) Vikram's suit fails because he himself prevented the firm's performance; the firm can additionally sue him for compensation.

(C) Vikram's suit succeeds partially; the firm is liable for the days it could have worked before Vikram locked the gate.

(D) Vikram's suit fails, but the firm has no remedy because it did not attempt an alternative means of access.

Q15. **PRINCIPLE:** Where a person contracts to transfer immovable property and the transferee, in part performance of the contract, takes possession of the property or any part thereof and has done some act in furtherance of the contract, the transferor shall be debarred from enforcing against the transferee any right in respect of the property, provided the transferee is willing to perform his part of the contract. (Section 53A, Transfer of Property Act, 1882.)

FACTS: Geeta agreed in writing to sell her flat to Harish for Rs. 60 lakh. Harish paid Rs. 30 lakh as advance and took possession of the flat, making significant structural improvements. The sale deed was never registered. Geeta later refused to execute the registered sale deed and filed a suit to evict Harish and recover the flat.

(A) Geeta's suit succeeds because an unregistered agreement cannot create any interest in immovable property.

(B) Geeta's suit succeeds because Harish failed to pay the full sale consideration before claiming possession.

(C) Geeta's suit fails because Harish, having taken possession and performed acts in furtherance of the contract while being willing to pay the balance, is protected under Section 53A.

(D) Geeta's suit succeeds because the doctrine of part performance only applies when the full consideration has been paid.

Q16. **PRINCIPLE:** "Untouchability" is abolished and its practice in any form is forbidden. The enforcement of any disability arising out of "untouchability" shall be an offence punishable in accordance with law. (Article 17, Constitution of India.)

FACTS: In a village, members of an upper-caste community publicly prevented Dalit residents from drawing water from a common well, asserting it was their exclusive right. The Dalit residents complained to the authorities. The upper-caste residents argued that this was merely a local custom followed for generations.

(A) The upper-caste residents are within their rights because long-standing customs have the force of law.

(B) The upper-caste residents are not liable because no physical harm was caused to the Dalit residents.

(C) The upper-caste residents are not liable because the well is private property.

(D) The upper-caste residents are committing an offence because the practice of untouchability in any form is abolished by Article 17 and is punishable by law; customary usage is no defence.

Q17. **PRINCIPLE:** No child below the age of fourteen years shall be employed to work in any factory or mine or engaged in any other hazardous employment. (Article 24, Constitution of India.)

FACTS: A fireworks manufacturing unit in a small town employed twelve-year-old Raju to mix chemical compounds used in making crackers. The owner argued that Raju was only performing a "light mixing" task that required no physical exertion and that the work was therefore not hazardous.

(A) The employment is lawful because Raju performs only light work that does not physically strain him.

(B) The employment is lawful because fireworks manufacturing is not classified as a factory under Article 24.

(C) The employment is lawful if Raju's parents have consented to his employment.

(D) The employment violates Article 24 because fireworks manufacturing is inherently hazardous and Raju is below fourteen years of age; no exception is made for the nature of the specific task.

Q18. **PRINCIPLE:** Subject to public order, morality and health, every religious denomination or any section thereof shall have the right to establish and maintain institutions for religious and charitable purposes, to manage its own affairs in matters of religion, to own and acquire movable and immovable property, and to administer such property in accordance with law. (Article 26, Constitution of India.)

FACTS: The Suryodaya Trust, a religious denomination, established a temple and a charitable hospital run in accordance with its religious doctrines. The State Government sought to appoint a Government administrator to manage the hospital, arguing that religious institutions receiving public donations must be under State supervision.

(A) The State has the power to appoint an administrator because all institutions receiving public donations are subject to State oversight.

(B) The Suryodaya Trust can resist State takeover of management because Article 26 guarantees every religious denomination the right to administer its own institutions, subject only to public order, morality and health.

(C) The State can take over the hospital because hospitals are secular institutions regardless of who runs them.

(D) The Suryodaya Trust has rights only over the temple; the hospital, being a charitable institution, is not covered by Article 26.

Q19. **PRINCIPLE:** All minorities, whether based on religion or language, shall have the right to establish and administer educational institutions of their choice. The State shall not, in granting aid to educational institutions, discriminate against any educational institution on the ground that it is under the management of a minority. (Article 30, Constitution of India.)

FACTS: A linguistic minority community established a college and reserved 85% of its seats for students from their own community. The State refused to grant the college government aid unless it reduced the community reservation to 25%. The college challenged the State's condition.

(A) The State's condition is valid because all institutions receiving government aid must follow reservation norms applicable to general colleges.

(B) The State's condition is valid because 85% reservation is excessive and unconstitutional.

(C) The college's challenge will succeed because Article 30 guarantees minorities the right to administer their institution, and imposing unreasonable conditions on aid that undermines this right is unconstitutional.

(D) The college's challenge will fail because government aid comes with government control, which is a universal rule under the Constitution.

Q20. **PRINCIPLE:** Every High Court shall have the power to issue directions, orders or writs to any person or authority, including in appropriate cases any Government, for the enforcement of the Fundamental Rights and for any other purpose. The High Court's writ jurisdiction under Article 226 is wider than the Supreme Court's under Article 32, which is limited to enforcement of Fundamental Rights alone. (Article 226, Constitution of India.)

FACTS: Anil's application for a government job was rejected without recording any reasons. He filed a writ petition in the High Court seeking a mandamus to the recruiting authority to give reasons and reconsider his application. The authority objected that the right to reasons was not a Fundamental Right and therefore the High Court had no writ jurisdiction.

(A) The High Court cannot entertain the petition because the right to receive reasons for rejection is not a Fundamental Right.

(B) The High Court cannot entertain the petition because only the Supreme Court has writ jurisdiction in service matters.

(C) The High Court can entertain the petition only if Anil first exhausts departmental remedies.

(D) The High Court can entertain the petition because under Article 226 its writ jurisdiction extends beyond Fundamental Rights to "any other purpose," including enforcing legal rights and duties.

Q21. PRINCIPLE: Extortion consists of intentionally putting a person in fear of injury to that person or any other and thereby dishonestly inducing the person so put in fear to deliver to any person any property or valuable security. Both the threat and the actual delivery of property as a result of that threat are essential ingredients.

FACTS: Shyam threatened Lalita that he would publish embarrassing photographs of her unless she transferred Rs. 3 lakh into his bank account. Terrified, Lalita transferred Rs. 2 lakh immediately and promised to pay the rest later. Shyam was apprehended before receiving the remaining amount.

(A) Shyam is guilty of extortion because the threat was made and delivery of Rs. 2 lakh took place in consequence of that threat.

(B) Shyam is not guilty of extortion because the full Rs. 3 lakh was not delivered.

(C) Shyam is not guilty of extortion because the photographs, not property, were the subject of the threat.

(D) Shyam is guilty of only attempted extortion because the transaction was incomplete.

Q22. PRINCIPLE: Whoever makes or publishes any statement, rumour or report with intent to cause, or which is likely to cause, disharmony or feelings of enmity, hatred or ill-will between different religious, racial, language or regional groups, commits an offence of promoting enmity between groups and shall be punished accordingly.

FACTS: Ratan, a social media influencer, posted a video claiming that members of a particular religious community were systematically poisoning the water supply of another community. The video was widely shared and caused widespread communal unrest in three districts. Ratan argued that he was merely "asking questions" and exercising free speech.

(A) Ratan commits no offence because free speech permits asking provocative questions.

(B) Ratan is guilty of promoting enmity between groups because his statement was likely to cause, and did cause, disharmony and ill-will between religious communities.

(C) Ratan commits no offence because he did not personally commit any act of violence.

(D) Ratan commits no offence because he only published the content online and did not physically distribute it.

Q23. PRINCIPLE: Whoever counterfeits, or knowingly performs any part of the process of counterfeiting any currency note or bank note, commits an offence. Similarly, whoever has in his possession any counterfeit currency note or bank note, knowing it to be counterfeit and intending to use it as genuine, commits an offence even if no use has yet been made.

FACTS: Kiran operated a home printing setup where she printed high-quality replicas of Rs. 500 currency notes. She was found in possession of 200 such counterfeit notes, neatly bundled, along with a notebook listing names of shopkeepers she planned to approach. Kiran argued she had not yet used any note, so no offence was complete.

(A) Kiran commits no offence because she has not yet used any counterfeit note.

(B) Kiran commits no offence because possession alone, without use, is not criminalised.

(C) Kiran is guilty of an offence because she counterfeited currency notes and was in possession of counterfeit notes knowing them to be counterfeit and intending to use them as genuine.

(D) Kiran is guilty only of printing; possession of currency notes, even counterfeit ones, is not an offence.

Q24. **PRINCIPLE:** Whoever watches, or captures the image of a woman engaging in a private act in circumstances where she would usually have the expectation of not being observed, without her consent, commits the offence of voyeurism. A private act includes an act carried out in a place that provides reasonable privacy, or relates to the genital area, breasts or buttocks.

FACTS: Manohar installed a hidden camera in the changing room of a sports club where women changed clothes. He recorded videos of multiple women without their knowledge or consent and stored them on his laptop. He did not share or distribute the videos. Manohar contended that since no one else saw the images, no harm was caused.

(A) Manohar commits no offence because the videos were for private viewing only and were not distributed.

(B) Manohar commits no offence because the changing room is a semi-public place accessible to multiple members.

(C) Manohar commits no offence because the women did not personally witness the recording.

(D) Manohar is guilty of voyeurism because he captured images of women in a private act without their consent; distribution is not a required element of the offence.

Q25. **PRINCIPLE:** Under the Protection of Women from Domestic Violence Act, 2005, a "domestic relationship" means a relationship between two persons who live or have at any point of time lived together in a shared household, when they are related by consanguinity, marriage, or through a relationship in the nature of marriage, adoption or are family members living together. An aggrieved woman in a domestic relationship may seek a Protection Order prohibiting the respondent from committing acts of domestic violence.

FACTS: Nisha and Suraj lived together for four years as partners without marrying. Suraj subjected Nisha to physical violence and financial abuse. When Nisha sought help, Suraj's family argued that the Act did not apply because they were not legally married.

(A) Nisha is entitled to protection under the Act because a relationship in the nature of marriage falls within the definition of "domestic relationship," and she may apply for a Protection Order.

(B) Nisha is not entitled to protection because the Act applies only to legally married women.

(C) Nisha is entitled to protection only if she files for marriage registration retrospectively.

(D) Nisha is entitled to protection only against physical violence, not financial abuse, under the Act.

Q26. **PRINCIPLE:** Under the Hindu Succession (Amendment) Act, 2005, a daughter of a coparcener shall, by birth, become a coparcener in her own right in the same manner as a son. She has the same rights and liabilities in the coparcenary property as she would have if she had been a son. This right is available irrespective of whether the daughter was born before or after the amendment.

FACTS: Mohan died in 2010 leaving behind a joint Hindu family property. He had a son, Ravi, and a daughter, Priti, who was born in 1990 (i.e., before the 2005 amendment). Ravi claimed that Priti had no right to the ancestral property because she was born before the amendment. Priti challenged this claim.

(A) Ravi is correct; daughters born before 2005 have no coparcenary rights because the amendment is not retrospective.

(B) Priti is entitled to an equal share as a coparcener because the 2005 amendment grants daughters coparcenary rights irrespective of the date of their birth.

(C) Priti can claim a share only if Mohan died after the 2005 amendment came into force, which is satisfied here.

(D) Priti has no right because Mohan, not she, was the coparcener; daughters inherit only when there are no male heirs.

Q27. **PRINCIPLE:** Under the Muslim Women (Protection of Rights on Divorce)

Act, 1986, a divorced Muslim woman is entitled to a reasonable and fair provision and maintenance to be made and paid to her by her former husband within the *iddat* period. After the iddat period, her maintenance obligations shift to relatives or the Waqf Board if she is unable to maintain herself.

FACTS: Salim divorced his wife Zeba by pronouncing talaq. The iddat period was three months. Salim paid Zeba Rs. 5,000 as mehr and nothing else, arguing that his obligation ended with the payment of mehr. Zeba filed a claim for fair and reasonable provision during the iddat period.

(A) Salim's argument succeeds because payment of mehr discharges all obligations upon divorce under the 1986 Act.

(B) Salim's argument succeeds because a divorced woman's maintenance is the responsibility of her natal family, not the husband.

(C) Zeba's claim succeeds because the 1986 Act requires the former husband to make a fair and reasonable provision and maintenance during the iddat period, and payment of mehr alone does not satisfy this obligation.

(D) Zeba's claim succeeds only if she can show that she has no relatives capable of maintaining her.

Q28. PRINCIPLE: *Qui facit per alium facit per se* — He who does an act through another does it himself. This maxim forms the conceptual foundation for the principles of agency and vicarious liability: a principal is answerable for the acts of his agent done within the scope of authority, just as if the principal had personally performed those acts.

FACTS: Arvind ran a courier business and employed Deepesh as a delivery driver. While making deliveries during working hours and following the prescribed route, Deepesh negligently collided with a pedestrian, injuring her. Arvind argued that he personally drove no vehicle and committed no wrong.

(A) Arvind is not liable because he did not personally drive the vehicle involved in the accident.

(B) Arvind is not liable because Deepesh is an independent contractor, not a servant.

(C) Arvind is liable only if the pedestrian proves that Arvind specifically instructed Deepesh to drive negligently.

(D) Arvind is liable under the maxim *qui facit per alium facit per se* because Deepesh, acting as his agent/employee within the scope of employment, caused the harm; Arvind is treated as having done the act himself.

Q29. PRINCIPLE: *Pacta sunt servanda* — agreements must be kept. Parties who freely and voluntarily enter into a contract are bound by its terms. The sanctity of contracts requires that neither party may unilaterally walk away from a valid agreement merely because performance has become less advantageous or inconvenient for them.

FACTS: Rohit agreed to supply 1,000 kg of rice to a school canteen at Rs. 40 per kg. Before delivery, market prices rose to Rs. 55 per kg. Rohit informed the school that he would not supply at the agreed price and demanded renegotiation. The school insisted on performance at Rs. 40 per kg as contractually agreed.

(A) The school can enforce the contract at Rs. 40 per kg because *pacta sunt servanda* requires Rohit to honour the agreement he voluntarily entered into.

(B) Rohit can refuse performance because a rise in market price constitutes frustration of contract.

(C) Rohit can refuse performance because the contract is no longer commercially viable, which excuses further obligation.

(D) The contract is voidable at Rohit's option because changed circumstances reduce its value to him.

Q30. PRINCIPLE: *Suppressio veri suggestio falsi* — suppression of truth is equivalent to the suggestion of falsehood. Where a person deliberately conceals a material fact that he is under a duty to disclose, such suppression is treated in law as equivalent to a positive misrepresentation, and may render a contract voidable for fraud.

FACTS: Ketan sold his car to Naveen, knowing that the car had been in a major accident and the chassis was damaged. When Naveen asked about the car's history, Ketan said, "I have maintained this car well and there is nothing wrong with it," without mentioning the accident or chassis damage. Naveen discovered the truth after purchase.

(A) The contract is valid because Naveen should have had the car independently inspected before purchasing.

(B) The contract is voidable at Naveen's instance because Ketan suppressed a material fact (the accident and chassis damage) which amounts to fraud under the principle *suppressio veri suggestio falsi*.

(C) The contract is valid because Ketan did not make a direct false statement about the accident.

(D) The contract is voidable only if Naveen can prove Ketan knew the chassis would fail imminently.

Q31. **PRINCIPLE:** A contract for the sale of immovable property of a value of Rs. 100 or more can only be made by a registered instrument. The sale of immovable property is complete on the registration of the sale deed duly signed by the seller; until registration, the ownership does not pass to the buyer. (Section 54, Transfer of Property Act, 1882.)

FACTS: Chetan and Dinesh entered into a verbal agreement for Chetan to sell his house to Dinesh for Rs. 45 lakh. Dinesh paid the full amount. Chetan handed over physical possession of the house but never executed a written, registered sale deed. Chetan later filed a suit claiming the house still belonged to him.

(A) Chetan's suit fails because payment of the full consideration automatically transfers ownership to Dinesh.

(B) Chetan's suit fails because handing over physical possession is sufficient to transfer ownership in immovable property.

(C) Chetan's suit succeeds because a sale of immovable property can only be completed by a registered instrument; no title passes to Dinesh without a registered sale deed.

(D) Chetan's suit fails because a verbal agreement to sell immovable property is valid when accompanied by full payment and delivery of possession.

Q32. **PRINCIPLE:** Where an enterprise is engaged in a hazardous or inherently dangerous activity and harm results from that activity, the enterprise is strictly and absolutely liable to compensate all those who are affected by the accident. This liability is not subject to any exception, including the exceptions recognised under the rule in Rylands v Fletcher. The larger and more profitable the enterprise, the greater the compensation it must pay.

FACTS: Indus Chemical Ltd. operated a plant manufacturing industrial solvents. A pressurised storage tank burst, releasing toxic fumes into a nearby residential colony, killing three workers and injuring hundreds of residents. The company argued that the burst was caused by an unprecedented material defect and that, under Rylands v Fletcher, an "act of a stranger" (the defective steel supplied by a third party) was a valid exception that absolved it of liability.

(A) The company is not liable because the material defect was supplied by a third party, which is an act of a stranger recognised as an exception under Rylands v Fletcher.

(B) The company is not liable because it was an unprecedented accident that could not have been foreseen.

(C) The company is liable but may deduct the third-party supplier's contributory share from the damages it pays.

(D) The company is absolutely liable under the doctrine of absolute liability; no exceptions including "act of a stranger" are available to an enterprise engaged in a hazardous activity, and the exceptions under Rylands v Fletcher do not apply.

Detailed Solutions

Q1.

Solution

Concept — Injuria sine damno: This Latin maxim means "injury without damage." Where a legal right is infringed, the law presumes damage and grants a remedy even without proof of actual pecuniary loss. The classic illustration is the denial of a registered voter's right to vote.

Step 1 — Identify the legal rule: Violation of a legal right is itself actionable; actual damage need not be proved.

Step 2 — Apply to facts: Meera's right to vote is a recognised legal right. The Returning Officer's unjustified exclusion violated that right. Even though Meera suffered no financial loss and the election result was unaffected, the violation itself founds a cause of action.

Why other options are wrong:

- Option (B): Incorrect — the effect on the election result is irrelevant; it is the violation of the individual right that matters.
- Option (C): Incorrect — financial loss is not required under *injuria sine damno*.
- Option (D): Incorrect — intent is not a required element; the fact of the violation suffices.

Final Answer: Meera's legal right was violated; no proof of actual damage is needed $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q1

Q2.

Solution

Concept — Novus actus interveniens: A voluntary, deliberate and free act by a third party that intervenes between the defendant's negligence and the plaintiff's injury breaks the chain of causation. The defendant is relieved of liability for the consequences that flow from the intervening act.

Step 1 — Identify the legal rule: If a third party's independent act freely and deliberately causes the final harm, the original tortfeasor's liability is severed.

Step 2 — Apply to facts: Although Rajiv's negligent excavation created a hazard, Farida's injury was caused not by the excavation itself but by Suresh's deliberate act of pushing her. Suresh's push was a voluntary, independent act that broke the causal link between Rajiv's negligence and Farida's injury.

Why other options are wrong:

- Option (A): Incorrect — mere but-for causation does not establish liability when a third party's deliberate act intervenes.
- Option (C): Incorrect — the foreseeability argument may apply to theft or negligent misuse, but a deliberate assault on a bystander is a new act that severs the chain.
- Option (D): Incorrect — joint liability requires both defendants to have jointly contributed to the harm; here Rajiv did not contribute to the deliberate push.

Final Answer: Suresh's deliberate act broke the chain; Rajiv is not liable $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q2

Q3.

Solution

Concept — Unlawful means conspiracy (economic tort): Where two or more persons combine to use unlawful means and cause damage to the plaintiff's economic interests, all conspirators are jointly liable. The use of unlawful means is the critical distinguishing element from legitimate competition.

Step 1 — Identify the legal rule: Combination + unlawful means (here, forged documents) + actual financial damage to plaintiff = actionable conspiracy.

Step 2 — Apply to facts: Anand and Bharat combined, used forged health-inspection certificates (an unlawful means), and directly caused Priya to lose Rs. 4 lakh in contracts. All ingredients of unlawful means conspiracy are present.

Why other options are wrong:

- Option (A): Incorrect — competition is lawful, but using forged documents to undermine a competitor is not.
- Option (B): Incorrect — a predominant intent to destroy the business entirely is required for *lawful means* conspiracy; unlawful means conspiracy does not require this.
- Option (D): Incorrect — all conspirators are jointly liable; Priya can sue both Anand and Bharat.

Final Answer: Unlawful means (forgery) + combination + damage = actionable conspiracy $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q3

Q4.

Solution

Concept — Emergency doctrine (sudden peril): The law recognises that a person facing a sudden emergency, not created by their own prior negligence, acts under different cognitive constraints and cannot be held to the unhurried standard of a reasonable person with time to deliberate. The standard of care is adjusted accordingly.

Step 1 — Identify the legal rule: Emergency not of defendant's making reduces the standard of care expected; if the defendant's response was reasonable under the circumstances, there is no liability.

Step 2 — Apply to facts: Kabir was driving carefully. A child suddenly appeared in his path — an emergency entirely beyond his anticipation. Swerving left was the only available option in the split second available. A reasonable person in that emergency would have done the same. Kabir is not negligent.

Why other options are wrong:

- Option (A): Incorrect — liability cannot attach merely because a collision occurred; the conduct must be unreasonable.
- Option (B): Incorrect — it is not always possible to stop without collision in a split-second emergency.
- Option (C): Incorrect — anticipating children in every situation would impose an impossibly high standard; the emergency arose from behind a parked truck, making it unforeseeable.

Final Answer: Sudden emergency not of his making; Kabir acted reasonably $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q4

Q5.

Solution

Concept — Continuing nuisance: A nuisance is "continuing" when the offensive state of affairs persists over time and the interference recurs repeatedly. Each recurrence gives rise to a fresh cause of action. The court may grant both damages for past floods and an injunction to prevent future ones.

Step 1 — Identify the legal rule: Continuing nuisance $\rightarrow$ fresh cause of action on each recurrence; both damages and injunction available.

Step 2 — Apply to facts: Ganesh's wall continuously blocks the drainage channel. Every heavy rain produces a fresh flood and a fresh cause of action. Vimal can claim damages for all three floods and seek an injunction to compel removal of the wall.

Why other options are wrong:

- Option (B): Incorrect — in continuing nuisance each occurrence is a separate cause of action.
- Option (C): Incorrect — the flooding is not an act of God; it is a foreseeable result of Ganesh's man-made obstruction.
- Option (D): Incorrect — damages are an available remedy in nuisance alongside injunctions.

Final Answer: Each recurrence is a fresh cause of action; both damages and injunction available $\Rightarrow$ $\boxed{\text{A}}$

Answer: (A) Go Back to Q5

Q6.

Solution

Concept — Qualified privilege in defamation: Qualified privilege protects statements made in the discharge of a duty or in a common interest between speaker and recipient. An employer giving a job reference to a prospective employer is a classic occasion of qualified privilege. The protection is lost only if malice is proved.

Step 1 — Identify the legal rule: Communication on a privileged occasion + no malice = complete defence to defamation.

Step 2 — Apply to facts: Hemant gave a reference in response to a request from a prospective employer — a recognised occasion of qualified privilege. The statement was accurate (no malice). Sunita cannot establish malice. The defence is available.

Why other options are wrong:

- Option (A): Incorrect — negative references are not per se defamatory; qualified privilege applies to honest employment references.
- Option (C): Incorrect — truth is generally a complete defence in defamation; there is no special rule excluding it for employment references.
- Option (D): Incorrect — truth and qualified privilege are independent, overlapping defences; it is wrong to say privilege has no application here.

Final Answer: Qualified privilege applies; no malice proved; Hemant not liable $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q6

Q7.

Solution

Concept — Landlord's liability to third-party visitors: A landlord who retains control over a portion of premises — such as common staircases — owes a duty to keep that portion in a reasonably safe condition for all lawful users, including visitors of the tenant. Lack of privity of contract is no defence.

Step 1 — Identify the legal rule: Retention of control over a defective area + injury to a lawful visitor = liability in negligence, regardless of absence of contract.

Step 2 — Apply to facts: Sanjay retained control of the common staircase, knew (or should have known) of the loose handrail, and failed to repair it. Mohan was a lawful visitor using the staircase. Sanjay owed Mohan a duty of care and breached it.

Why other options are wrong:

- Option (A): Incorrect — duty of care in negligence does not require privity of contract.
- Option (B): Incorrect — a visitor cannot be expected to test structural fixtures before using them; they are entitled to assume reasonable safety.
- Option (D): Incorrect — Sanjay's liability runs directly to Mohan as a lawful visitor; it does not pass through Rekha.

Final Answer: Landlord retained control; owes duty to lawful visitors; Sanjay liable to Mohan $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q7

Q8.

Solution

Concept — Rescue doctrine: A tortfeasor who creates a dangerous situation must foresee that others may attempt to rescue those imperilled. A rescuer who acts reasonably is not contributorily negligent, and the tortfeasor is liable for injuries sustained during the rescue. *Volenti* does not apply because the rescuer acts under the compulsion of a moral obligation.

Step 1 — Identify the legal rule: Danger invites rescue; reasonable rescuer $\rightarrow$ original wrongdoer liable; *volenti* is excluded.

Step 2 — Apply to facts: Ramesh's negligence created the live-wire danger. Deepak, seeing a child at risk, attempted a reasonable rescue. Deepak was electrocuted — a foreseeable consequence of Ramesh's negligence. Deepak recovers full damages; *volenti* and novus actus do not apply.

Why other options are wrong:

- Option (A): Incorrect — *volenti* is expressly excluded in rescue situations; the rescuer acts under moral compulsion, not a truly voluntary assumption of risk.
- Option (B): Incorrect — a reasonable rescue attempt is a foreseeable response to the danger created and does not break the causal chain.
- Option (C): Incorrect — a reasonable rescuer is not contributorily negligent; contributory negligence requires unreasonable conduct.

Final Answer: Deepak acted reasonably; rescue doctrine applies; Ramesh fully liable $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q8

Q9.

Solution

Concept — Negligent misstatement / pure economic loss: Following the principle in *Hedley Byrne & Co. v Heller* (adopted in Indian jurisprudence), a professional who negligently gives advice in a business context, knowing another will rely on it for a serious purpose, owes a duty of care. Financial loss caused by such reliance is recoverable.

Step 1 — Identify the legal rule: Professional + careless advice + known reliance for a serious purpose + financial loss = tortious liability for negligent misstatement.

Step 2 — Apply to facts: Ravi issued a certification without proper audit to his own client Sneha for the specific purpose of guiding her investment. He knew she would rely on it. She did so and lost Rs. 20 lakh. All elements of negligent misstatement are satisfied.

Why other options are wrong:

- Option (B): Incorrect — pure economic loss is recoverable in negligent misstatement cases; the general exclusion of pure economic loss does not apply to professional advice.
- Option (C): Incorrect — intent to deceive is not required; carelessness is sufficient.
- Option (D): Incorrect — reliance on a professional's certification is reasonable; the duty is precisely to prevent the client from having to independently verify.

Final Answer: Ravi's negligent misstatement caused Sneha's financial loss; claim succeeds $\Rightarrow$ $\boxed{\text{A}}$

Answer: (A) Go Back to Q9

Q10.

Solution

Concept — Specific performance not available for personal service contracts: Courts of equity will not compel a person to perform a contract requiring the exercise of personal skill, talent or judgment. Such an order would be akin to compelled labour and is impracticable to supervise. The injured party is left to the remedy of damages.

Step 1 — Identify the legal rule: Personal service contract (requiring unique skill of a named individual) cannot be specifically enforced; remedy is damages only.

Step 2 — Apply to facts: Usha is a renowned classical vocalist whose unique voice is the very subject-matter of the contract. Ordering her to perform would compel personal artistic service. Courts uniformly decline this.

Why other options are wrong:

- Option (A): Incorrect — clear breach does not automatically entitle a party to specific performance; the nature of the contract matters.
- Option (C): Incorrect — commercial value of the performance, however high, does not overcome the bar on compelling personal services.
- Option (D): Incorrect — the unavailability of a substitute is irrelevant; specific performance of a personal service contract is refused as a matter of principle.

Final Answer: Personal service contract; specific performance refused; Prakash's remedy is damages $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q10

Q11.

Solution

Concept — Accord and satisfaction: Accord is the agreement to accept different performance; satisfaction is the actual performance of that agreement. Once satisfaction occurs, the original obligation is extinguished and the creditor cannot thereafter sue on the original debt.

Step 1 — Identify the legal rule: Valid accord + actual satisfaction (delivery and acceptance of the substituted performance) $\rightarrow$ original debt discharged.

Step 2 — Apply to facts: Farhan agreed (accord) to accept the painting in full settlement. Dilip delivered the painting and Farhan accepted it (satisfaction). The original debt of Rs. 1 lakh is fully discharged. Farhan cannot subsequently claim the remaining Rs. 20,000.

Why other options are wrong:

- Option (A): Incorrect — the law of accord and satisfaction allows parties to agree on any substitute performance they choose, regardless of its market value compared to the original debt.

- Option (B): Incorrect — there is no rule that a money debt can only be discharged by money; parties may agree on any mode of satisfaction.
- Option (D): Incorrect — accord and satisfaction does not require court approval; it is a private contractual arrangement.

Final Answer: Accord and satisfaction complete; original debt discharged; Farhan's suit fails $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q11

Q12.

Solution

Concept — Section 28, Indian Contract Act, 1872: Any agreement that absolutely restricts a party's right to enforce a contract through ordinary legal proceedings, or that limits the time within which enforcement may be sought, is void to that extent. This protection cannot be contracted out of.

Step 1 — Identify the legal rule: Agreement limiting the time for enforcement of contractual rights $\rightarrow$ void under Section 28 ICA; the statutory limitation period governs.

Step 2 — Apply to facts: The contractual clause reduces the limitation period from the statutory period to 3 months. This falls squarely within the prohibition. The clause is void; the client may enforce his rights within the statutory limitation period.

Why other options are wrong:

- Option (A): Incorrect — Section 28 expressly prohibits shortening the limitation period; party autonomy does not override this statutory prohibition.
- Option (B): Incorrect — Section 28 covers not just absolute bars but also clauses that "limit the time" for enforcement; a reduced window falls within this.
- Option (C): Incorrect — the opportunity to negotiate is irrelevant; Section 28 renders the clause void regardless of the bargaining process.

Final Answer: Clause limits time to enforce legal rights; void under Section 28 ICA $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q12

Q13.

Solution

Concept — Pledge: pawnee's right of sale on default: The pawnee (creditor holding pledged goods) may, on default by the pawnor (debtor), sell the pledged goods after giving the pawnor reasonable notice of the intended sale. The surplus after satisfying the debt must be returned to the pawnor.

Step 1 — Identify the legal rule: Default + reasonable notice + sale → lawful exercise of pawnee's right; surplus returned to pawnor.

Step 2 — Apply to facts: Ashok defaulted. The finance company gave 15 days' notice — reasonable on these facts. The sale price was Rs. 2.5 lakh; Rs. 2 lakh retained (debt satisfied); Rs. 50,000 returned. Every step was lawful. Ashok's suit fails.

Why other options are wrong:

- Option (B): Incorrect — no court order is required; the pawnee has a statutory right of sale after reasonable notice.
- Option (C): Incorrect — the law does not mandate a public auction; private sale after notice is permissible.
- Option (D): Incorrect — there is no restriction on selling goods whose value exceeds the debt; the pawnee must simply return the surplus.

Final Answer: Reasonable notice given, surplus returned; finance company acted lawfully $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q13

Q14.

Solution

Concept — Prevention of performance: A party who actively prevents the other party from performing the contract cannot turn around and claim breach for non-performance. The prevention is treated as a waiver of the condition of performance and gives the innocent party a right to treat the contract as rescinded or to sue for compensation.

Step 1 — Identify the legal rule: Self-induced prevention of performance → preventing party cannot claim breach; innocent party may rescind or claim damages.

Step 2 — Apply to facts: Vikram locked the gate, making it physically impossible for the firm to work. Vikram is the author of the non-performance. He cannot sue the firm for failing to complete the wall. The firm can claim compensation.

Why other options are wrong:

- Option (A): Incorrect — the firm's failure to complete was directly caused by Vikram's own act; the time stipulation cannot be enforced against a party who was prevented from performing.
- Option (C): Incorrect — the firm was prevented from working at all; there is no partial liability on the firm.
- Option (D): Incorrect — the firm has a clear remedy against Vikram; prevention eliminates the firm's obligation and entitles it to damages.

Final Answer: Vikram prevented performance; his suit fails and the firm can claim compensation $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q14

Q15.

Solution

Concept — Part performance (Section 53A, Transfer of Property Act, 1882): Where a transferee takes possession under a written contract for transfer of immovable property and performs acts in furtherance of the contract, the transferor is estopped from asserting any right inconsistent with the contract, provided the transferee remains willing to perform his part.

Step 1 — Identify the legal rule: Written contract + possession taken + acts in furtherance + willingness to pay balance $\rightarrow$ transferor barred from evicting the transferee.

Step 2 — Apply to facts: There was a written agreement. Harish paid Rs. 30 lakh (part consideration), took possession, and made structural improvements (acts in furtherance). He is willing to pay the balance. Geeta is barred by Section 53A from asserting title against Harish.

Why other options are wrong:

- Option (A): Incorrect — Section 53A specifically protects a transferee acting under an unregistered contract, provided the other conditions are met.
- Option (B): Incorrect — Section 53A does not require full payment; it requires acts in part performance and willingness to pay the balance.
- Option (D): Incorrect — the doctrine operates even when only part of the consideration has been paid, provided the transferee is willing to pay the

rest.

Final Answer: Part performance protection applies; Geeta's eviction suit fails ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q15

Q16.

Solution

Concept — Article 17: Abolition of untouchability: Article 17 abolishes untouchability in any form and makes its practice a punishable offence. The article is absolute and enforceable against private individuals as well as the State. No customary, religious, or social justification can legalise untouchability.

Step 1 — Identify the legal rule: Untouchability abolished; practice in any form is an offence; custom is no defence.

Step 2 — Apply to facts: Preventing Dalits from using the common well on grounds of their caste is a classic practice of untouchability. Article 17 applies; the upper-caste residents are committing a punishable offence. The defence of long-standing custom is expressly excluded by the constitutional bar.

Why other options are wrong:

- Option (A): Incorrect — Article 17 overrides all customs inconsistent with the abolition of untouchability.
- Option (B): Incorrect — Article 17 does not require physical harm; the denial of access itself is the offence.
- Option (C): Incorrect — the nature of ownership of the well (private or common) is immaterial; denying access on grounds of untouchability is prohibited regardless.

Final Answer: Denial of access to a common resource on caste grounds = practice of untouchability; punishable offence ⇒ $\boxed{\text{D}}$

Answer: (D) Go Back to Q16

Q17.

Solution

Concept — Article 24: Prohibition of child labour in hazardous employment: Article 24 is an absolute prohibition on employing children below 14 in factories, mines or any hazardous employment. The constitutional bar admits no exception based on the lightness of the specific task assigned to the child.

Step 1 — Identify the legal rule: Child below 14 + hazardous employment → absolute constitutional prohibition; nature of specific task within that employment is irrelevant.

Step 2 — Apply to facts: Fireworks manufacturing involves explosive chemicals and is inherently hazardous. Raju is 12 years old. The owner's characterisation of the task as "light mixing" does not transform the employment into a non-hazardous one. Article 24 is violated.

Why other options are wrong:

- Option (A): Incorrect — the bar is on hazardous employment, not just physically strenuous tasks; chemical mixing in a fireworks unit is hazardous regardless of exertion.
- Option (B): Incorrect — fireworks manufacturing is a hazardous industry; whether or not it meets every definitional criterion of "factory" under industrial law, Article 24's broader prohibition applies.
- Option (C): Incorrect — parental consent cannot override a constitutional prohibition designed to protect children.

Final Answer: Hazardous employment + child below 14 = violation of Article 24; no exception for task-type ⇒ $\boxed{\text{A}}$

Answer: (A) Go Back to Q17

Q18.

Solution

Concept — Article 26: Rights of religious denominations: Article 26 guarantees every religious denomination the right to establish and maintain institutions for religious and charitable purposes and to administer them in accordance with law. State interference with the administration of such institutions is permissible only on grounds of public order, morality and health.

Step 1 — Identify the legal rule: Religious denomination → constitutional right to manage its own institutions; State control limited to public order, morality and health.

Step 2 — Apply to facts: The Suryodaya Trust is a religious denomination running its hospital in accordance with its religious doctrines. The State has not cited any ground of public order, morality or health. The proposed takeover purely on the ground of receipt of public donations is constitutionally impermissible.

Why other options are wrong:

- Option (A): Incorrect — receipt of public donations does not, by itself, vest the State with the right to manage the institution.
- Option (C): Incorrect — a hospital established and run in furtherance of a religious denomination's charitable and religious objectives is protected under Article 26.
- Option (D): Incorrect — Article 26 protects institutions established for *both* religious and charitable purposes; the hospital, established by a religious denomination, falls within the article's scope.

Final Answer: Article 26 protects the Trust's right to manage its institution; State takeover is impermissible $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q18

Q19.

Solution

Concept — Article 30: Minority educational institutions: Article 30(1) confers on religious and linguistic minorities the right to establish and administer educational institutions of their choice. Article 30(2) bars the State from discriminating against minority institutions in granting aid. The State may regulate, but may not impose conditions on aid that effectively destroy or abridge the minority character of the institution.

Step 1 — Identify the legal rule: Minority institution $\rightarrow$ right to maintain its character; conditions on State aid that negate this right are unconstitutional.

Step 2 — Apply to facts: Reducing the community reservation from 85% to 25% as a condition of aid would substantially alter the minority character of the institution. This effectively penalises the college for exercising its Article 30 rights.

Why other options are wrong:

- Option (A): Incorrect — Article 30 confers special protection on minority institutions precisely to exempt them from such universally applied norms where those norms undermine minority character.

- Option (B): Incorrect — the percentage of community reservation is a matter of institutional policy for the minority to determine, subject to reasonable regulation; branding it "excessive" without legal basis is incorrect.
- Option (D): Incorrect — "Government aid = government control" is not a constitutional principle; Article 30(2) specifically bars discrimination in granting aid.

Final Answer: Article 30 protects minority character; unreasonable aid condition that abridges it is unconstitutional $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q19

Q20.

Solution

Concept — Article 226: High Court's broad writ jurisdiction: Under Article 226, every High Court may issue directions, orders or writs "for the enforcement of any of the rights conferred by Part III and for any other purpose." The words "any other purpose" make the High Court's writ jurisdiction significantly wider than the Supreme Court's under Article 32, which is confined to Fundamental Rights.

Step 1 — Identify the legal rule: Article 226 jurisdiction extends to any legal right, duty or statutory obligation — not just Fundamental Rights. A legal right to receive reasons for rejection of a public employment application falls within "any other purpose."

Step 2 — Apply to facts: Anil is seeking enforcement of a legal duty (giving reasons) owed by a statutory body. This is within the High Court's "any other purpose" jurisdiction under Article 226, even though no Fundamental Right is directly at stake.

Why other options are wrong:

- Option (A): Incorrect — Article 226 is not limited to Fundamental Rights; it expressly includes "any other purpose."
- Option (B): Incorrect — the Supreme Court has writ jurisdiction under Article 32; the High Court has independent and broader jurisdiction under Article 226; neither excludes the other.
- Option (C): Incorrect — exhaustion of remedies may be a ground for a High Court to decline jurisdiction in its discretion, but it does not negate the ju-

risdictional competence.

Final Answer: Article 226 jurisdiction covers "any other purpose" beyond Fundamental Rights; High Court can entertain $\Rightarrow$ $\boxed{\text{D}}$

Answer: (D) Go Back to Q20

Q21.

Solution

Concept — Extortion: Extortion requires (i) intentionally putting a person in fear of injury and (ii) thereby dishonestly inducing delivery of property or valuable security. Both the threat and actual delivery resulting from the threat must be present. Partial delivery satisfies the delivery requirement.

Step 1 — Identify the legal rule: Threat of injury + delivery of property in consequence of the threat = extortion complete; full amount need not be delivered.

Step 2 — Apply to facts: Shyam threatened Lalita (fear of injury to reputation). Lalita, in consequence, transferred Rs. 2 lakh. Both elements are satisfied. Extortion is complete even though the full Rs. 3 lakh was not delivered.

Why other options are wrong:

- Option (B): Incorrect — extortion does not require delivery of the full demanded amount; any delivery in consequence of the threat suffices.
- Option (C): Incorrect — the threat of publishing embarrassing photographs is a threat of injury (to reputation); the property demanded is the money, not the photographs.
- Option (D): Incorrect — the offence is complete; delivery of Rs. 2 lakh already occurred. "Attempted extortion" would apply if no delivery had taken place.

Final Answer: Threat + partial delivery = extortion complete $\Rightarrow$ $\boxed{\text{A}}$

Answer: (A) Go Back to Q21

Q22.

Solution

Concept — Promoting enmity between groups: The offence is constituted by making or publishing a statement that is likely to cause disharmony, enmity, hatred or ill-will between different communities on grounds of religion, race, language or region. Actual violence is not required; the likelihood of causing disharmony suffices. "Asking questions" that carry the same effect is not a defence.

Step 1 — Identify the legal rule: Statement likely to cause communal ill-will + publication $\rightarrow$ offence complete; neither personal violence nor sincerity of "question" is relevant.

Step 2 — Apply to facts: Ratan's video falsely alleged that one religious community was poisoning another's water supply. It was widely shared and caused actual communal unrest in three districts. The statement was both likely to cause and did cause ill-will between religious communities. Calling it a "question" does not change the legal character.

Why other options are wrong:

- Option (A): Incorrect — free speech does not protect statements designed or likely to cause communal enmity.
- Option (C): Incorrect — the offence does not require personal commission of violence; the act of publication is the offence.
- Option (D): Incorrect — online publication is publication in the eyes of the law; the medium of distribution is irrelevant.

Final Answer: Statement likely to and did cause communal ill-will; Ratan guilty $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q22

Q23.

Solution

Concept — Counterfeiting currency: The offence has two limbs: (i) making/counterfeiting currency, and (ii) possessing counterfeit currency knowing it to be counterfeit and intending to use it as genuine. Either limb alone is an offence; actual use is not required.

Step 1 — Identify the legal rule: Counterfeiting *or* possession with knowledge and intent to pass as genuine = offence; use not required.

Step 2 — Apply to facts: Kiran both counterfeited (printed) the notes and possessed them knowing they were counterfeit with a documented plan to pass them as genuine (the notebook listing shopkeepers). She satisfies both limbs independently.

Why other options are wrong:

- Option (A): Incorrect — use is not required; the offence is complete at the stage of knowing possession with intent.
- Option (B): Incorrect — possession with knowledge and intent is expressly criminalised; this option misstates the law.
- Option (D): Incorrect — possession of counterfeit notes with intent to use them as genuine is specifically an offence; the two limbs are cumulative, not alternative.

Final Answer: Counterfeiting + knowing possession with intent = offence complete without actual use $\Rightarrow \boxed{\text{C}}$

$\boxed{\textbf{Answer: (C)}}$ **Go Back to Q23**

Q24.

Solution

Concept — Voyeurism: The offence is complete when a person captures an image of a woman in a private act without her consent, in circumstances where she would ordinarily expect privacy. Distribution of the images is not a required element; the act of non-consensual capture itself constitutes the offence.

Step 1 — Identify the legal rule: Non-consensual capture of private images + reasonable expectation of privacy = voyeurism; distribution is not required.

Step 2 — Apply to facts: The changing room is a place where women have a clear expectation of privacy. Manohar installed a hidden camera and recorded women without their consent. The offence is complete upon recording; the fact that he did not share the videos is immaterial.

Why other options are wrong:

- Option (A): Incorrect — private viewing does not negate the offence; distribution is not an element.
- Option (B): Incorrect — accessibility to multiple members for changing purposes makes a changing room a place of *private* act, not a public place; women use it on the assumption they are not being observed by hidden

cameras.
- Option (C): Incorrect — the victims need not personally witness the recording; their consent (which was absent) is what matters.

Final Answer: Non-consensual capture in a private setting = voyeurism; distribution irrelevant ⇒ $\boxed{\text{D}}$

Answer: (D) Go Back to Q24

Q25.

Solution

Concept — Protection of Women from Domestic Violence Act, 2005: The Act defines "domestic relationship" broadly to include relationships in the nature of marriage. Live-in partners fall within this definition. The Act covers physical, sexual, emotional and economic abuse and provides for Protection Orders, Residence Orders and monetary relief.

Step 1 — Identify the legal rule: Live-in relationship of cohabitation = "domestic relationship" under PWDVA 2005; all forms of domestic violence (including financial abuse) are covered.

Step 2 — Apply to facts: Nisha and Suraj lived together for four years in a shared household in a relationship in the nature of marriage. This is a "domestic relationship." Nisha suffered physical violence and financial abuse, both covered under the Act. She may apply for a Protection Order.

Why other options are wrong:

- Option (B): Incorrect — the Act expressly includes relationships in the nature of marriage; legal marriage is not a prerequisite.
- Option (C): Incorrect — there is no requirement to register the marriage retrospectively; the qualifying criterion is the nature of the relationship, not a registration certificate.
- Option (D): Incorrect — the Act covers economic abuse explicitly; Nisha can seek relief for both physical violence and financial abuse.

Final Answer: Live-in relationship = domestic relationship under PWDVA; Nisha entitled to Protection Order ⇒ $\boxed{\text{A}}$

Answer: (A) Go Back to Q25

Q26.

Solution

Concept — Hindu Succession (Amendment) Act, 2005 — daughters as co-parceners: The 2005 Amendment equated daughters with sons in coparcenary. The Supreme Court in *Vineeta Sharma v Rakesh Sharma* (2020) confirmed that the right attaches by birth and applies to daughters born before or after the amendment, irrespective of whether the coparcener father was alive on the date of the amendment.

Step 1 — Identify the legal rule: Daughter = coparcener by birth; right available regardless of date of birth (before or after 2005); father's death after 2005 is immaterial to whether the right exists.

Step 2 — Apply to facts: Priti was born in 1990. The amendment grants her coparcenary rights from birth. Mohan died in 2010 (after the amendment). Priti is entitled to an equal share as a coparcener alongside Ravi.

Why other options are wrong:

- Option (A): Incorrect — the right is not restricted to daughters born after 2005; it applies irrespective of date of birth.
- Option (C): Incorrect — Priti's right exists by virtue of her birth, not by virtue of Mohan's death date; though the post-2005 death makes enforcement smoother, the right itself is conferred by birth.
- Option (D): Incorrect — the 2005 amendment specifically overrides the old position; daughters now have equal coparcenary rights and need not wait for the absence of male heirs.

Final Answer: Daughters have equal coparcenary rights irrespective of date of birth; Priti entitled to equal share $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q26

Q27.

Solution

Concept — Muslim Women (Protection of Rights on Divorce) Act, 1986: The Act requires the former husband to make a "reasonable and fair provision" and pay maintenance during the iddat period. Payment of mehr (dower) is a separate obligation and does not discharge the Act's requirement for fair provision during iddat.

Step 1 — Identify the legal rule: Obligation under 1986 Act = reasonable and fair provision during iddat; mehr is a distinct obligation; payment of mehr alone does not satisfy the Act.

Step 2 — Apply to facts: Salim paid only the mehr (Rs. 5,000). He made no provision for Zeba's maintenance during the three-month iddat. The 1986 Act imposes a separate obligation to make fair and reasonable provision during the iddat period. Zeba's claim succeeds.

Why other options are wrong:

- Option (A): Incorrect — mehr and the obligation under the 1986 Act are distinct; paying mehr does not discharge the statutory obligation for fair provision.
- Option (B): Incorrect — the obligation for maintenance during iddat rests on the former husband under the 1986 Act; it shifts to relatives only after the iddat period.
- Option (D): Incorrect — the husband's obligation for iddat provision is unconditional under the Act; Zeba need not show inability of relatives to maintain her to claim iddat provision.

Final Answer: Mehr alone does not discharge iddat provision obligation; Zeba's claim succeeds $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q27

Q28.

Solution

Concept — Qui facit per alium facit per se (agency/vicarious liability): This maxim — "he who acts through another acts himself" — is the jurisprudential basis for holding a principal or employer responsible for the acts of an agent or employee performed within the scope of authority or employment. The principal is identified with the agent's act.

Step 1 — Identify the legal rule: Employee acting within scope of employment $\rightarrow$ employer vicariously liable; employer treated as having committed the act personally.

Step 2 — Apply to facts: Deepesh was on duty, making deliveries along the prescribed route, acting squarely within his employment. Arvind, as employer, is vicariously liable for Deepesh's negligence. The maxim attributes Deepesh's act to Arvind.

Why other options are wrong:

- Option (A): Incorrect — vicarious liability does not require the employer to have personally performed the act.
- Option (B): Incorrect — on the facts, Deepesh is a servant (employee) on fixed duties and a prescribed route, not an independent contractor.
- Option (C): Incorrect — vicarious liability does not require specific instruction to act negligently; it attaches whenever the servant acts negligently within the scope of employment.

Final Answer: Employee acting within scope of employment; Arvind vicariously liable under *qui facit per alium* $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q28

Q29.

Solution

Concept — Pacta sunt servanda (sanctity of contract): This maxim requires parties to honour their freely made agreements. A change in market conditions that makes performance less profitable is not a recognised ground for excusing contractual obligations in ordinary commercial contracts. Frustration requires the performance to become impossible or radically different — a mere rise in price does not suffice.

Step 1 — Identify the legal rule: *Pacta sunt servanda* $\rightarrow$ price fluctuations do not discharge contractual obligations; frustration requires impossibility or radical change of purpose.

Step 2 — Apply to facts: Rohit agreed to sell rice at Rs. 40 per kg. The price rose to Rs. 55. This is a commercial risk Rohit assumed when he fixed the price. There is no impossibility and no radical change of the contract's purpose. The school can enforce at Rs. 40.

Why other options are wrong:

- Option (B): Incorrect — a rise in market price is a foreseeable commercial risk, not a frustrating event; the contract itself contemplated a fixed price.
- Option (C): Incorrect — reduced commercial viability is not a recognised excuse for non-performance in contract law.
- Option (D): Incorrect — there is no doctrine allowing a party to avoid a fixed-price contract merely because market conditions have shifted in an unfavourable direction.

Final Answer: *Pacta sunt servanda*; market price rise does not excuse Rohit; school can enforce at agreed price $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q29

Q30.

Solution

Concept — Suppressio veri suggestio falsi (concealment as fraud): Active concealment of a material fact that one is duty-bound to disclose is treated as equivalent to a false statement. Where a seller knows of a latent defect material to the buyer's decision and conceals it, the resulting contract is voidable for fraud.

Step 1 — Identify the legal rule: Concealment of material fact + duty to disclose $\rightarrow$ treated as misrepresentation/fraud $\rightarrow$ contract voidable at option of deceived party.

Step 2 — Apply to facts: Ketan knew of the accident and chassis damage — facts material to any buyer's decision. Instead of disclosing them, he made a positive statement ("I have maintained this car well; nothing wrong with it") that suppressed the material truth. This satisfies *suppressio veri suggestio falsi*; the contract is voidable at Naveen's instance.

Why other options are wrong:

- Option (A): Incorrect — the principle allocates responsibility to the seller with knowledge of a latent defect; buyer's failure to inspect does not excuse seller's active suppression.
- Option (C): Incorrect — combining suppression of a material fact with a misleading positive statement ("nothing wrong with it") constitutes fraud; a direct lie is not mandatory.
- Option (D): Incorrect — Naveen need not prove imminence of failure; the concealment of the past accident and existing chassis damage is itself the operative fraud.

Final Answer: Suppression of material fact = fraud; contract voidable at Naveen's instance $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q30

Q31.

Solution

Concept — Sale of immovable property and registration (Section 54, Transfer of Property Act): A sale of immovable property of a value of Rs. 100 or more must be by registered instrument signed by the seller. Ownership passes only upon registration of the sale deed; no oral agreement, payment of consideration, or delivery of possession can substitute for registration.

Step 1 — Identify the legal rule: Sale of immovable property $\rightarrow$ mandatory registered instrument; title passes on registration; no registration = no transfer of title.

Step 2 — Apply to facts: There was only a verbal agreement. No registered sale deed was executed. Despite payment of Rs. 45 lakh and delivery of possession, ownership did not transfer to Dinesh because the statutory requirement of a registered instrument was not fulfilled.

Why other options are wrong:

- Option (A): Incorrect — payment of consideration alone, without a registered deed, does not transfer title in immovable property.
- Option (B): Incorrect — delivery of possession without a registered deed does not transfer legal ownership; possession may attract Section 53A protection but does not equate to title.
- Option (D): Incorrect — oral agreements for immovable property sales are legally insufficient regardless of full payment or possession; registration is mandatory for transfer of title.

Final Answer: No registered deed = no transfer of title; Chetan's suit succeeds $\Rightarrow$ $\boxed{\text{C}}$

Answer: (C) Go Back to Q31

Q32.

Solution

Concept — Absolute liability (M.C. Mehta v Union of India, 1987): The Supreme Court in *M.C. Mehta v Union of India* (1987 Oleum gas leak case) enunciated the doctrine of absolute liability for enterprises engaged in hazardous activities. Unlike the rule in *Rylands v Fletcher*, which permits exceptions (act of God, act of a stranger, consent, etc.), absolute liability admits of *no exception whatsoever*. The enterprise bears liability regardless of any fault-related defences.

Step 1 — Identify the legal rule: Hazardous enterprise + harm resulting from activity $\rightarrow$ absolute liability; no exceptions (not even "act of a stranger" recognised under Rylands v Fletcher).

Step 2 — Apply to facts: Indus Chemical Ltd. operates a hazardous industrial plant. The tank burst and released toxic fumes causing death and injury. Absolute liability applies. The third-party steel defect (act of a stranger) is a classic exception under *Rylands v Fletcher* but is expressly excluded under the absolute liability doctrine.

Why other options are wrong:

- Option (A): Incorrect — "act of a stranger" is a valid exception under *Rylands v Fletcher* but does not apply under the absolute liability doctrine for hazardous enterprises.
- Option (B): Incorrect — unforeseeability of the specific accident is not a defence under absolute liability; the enterprise assumes liability for all harm flowing from its hazardous activity.
- Option (C): Incorrect — there is no contributory apportionment under absolute liability; the enterprise bears the full burden and must pursue its own claim against the supplier separately.

Final Answer: Absolute liability doctrine applies; no exceptions available; Indus Chemical Ltd. fully liable $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q32

Answer Key

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