

MH CET LAW Legal Aptitude & Legal Reasoning

Sample Paper – 7

Duration: 32 Minutes

Maximum Marks: 32

Instructions

- This paper contains **32** Multiple Choice Questions modelled on the Legal Aptitude & Legal Reasoning section of **MH CET LAW** (5-Year LLB).
- Each question gives a **legal principle** followed by a **fact situation**. Apply the principle as stated — not based on what you know about actual law.
- Each correct answer carries **+1 mark**. There is **no negative marking** for incorrect or unattempted answers.
- Only **one** option is correct per question. Choose carefully.
- Use of mobile phones or electronic gadgets is strictly prohibited.

Q1. PRINCIPLE: A legal advisor owes a duty of care to the client for advice given in a professional capacity. Where the advisor fails to exercise the standard of care of a reasonably competent legal professional and the client suffers loss as a direct consequence, the advisor is liable in negligence.

FACTS: Adv. Khare was retained by Meena to advise her on the validity of a registered sale deed she intended to rely on in a property dispute. Adv. Khare, without examining the deed carefully, advised Meena that the deed was perfectly enforceable. Relying on that advice, Meena did not file a separate suit to establish her title. The court in the property dispute ultimately held the deed void and Meena lost the case. A competent advocate would have detected the defect in the deed on a routine examination.

(A) Adv. Khare is not liable because the court's decision was an independent intervening act.



- (B) Adv. Khare is liable to Meena for professional negligence as his careless advice directly caused her loss.
- (C) Adv. Khare is not liable because Meena had the option of getting a second opinion.
- (D) Adv. Khare is liable only if Meena can prove he acted with dishonest intent.

Q2. PRINCIPLE: A person who in the course of business or a special skill provides information or advice to another, knowing the other will rely on it, owes a duty to take reasonable care that the information is accurate. If that duty is breached and the recipient suffers financial loss by relying on the inaccurate information, the provider is liable for negligent misstatement.

FACTS: Girish, a registered property valuer, was approached by Prachi who was considering purchasing a warehouse. Girish inspected the warehouse and issued a valuation report stating its market value at Rs. 90 lakhs. Prachi purchased the warehouse for Rs. 88 lakhs in reliance on the report. Shortly after purchase, it emerged that structural defects known at the time of Girish's inspection reduced its true value to Rs. 45 lakhs. Girish had failed to probe the foundation, which any competent valuer would have done.

- (A) Girish is not liable because valuation is a matter of opinion and cannot be the basis of a negligence claim.
- (B) Girish is not liable because Prachi could have obtained her own independent valuation before purchase.
- (C) Girish is liable to Prachi for negligent misstatement as he owed her a duty of care and his careless report caused her financial loss.
- (D) Girish is liable only to the vendor, not to Prachi, as no contract existed between them.

Q3. PRINCIPLE: A statement amounts to defamation if it lowers a person in the estimation of right-thinking members of society. However, the



defence of fair comment is available where the statement is an honest expression of opinion on a matter of public interest, is based on true facts, and is made without malice.

FACTS: A prominent state minister publicly released a housing scheme and made repeated statements in press conferences claiming it had benefited ten thousand families. Journalist Sunita, after reviewing official data, wrote a column calling the scheme “a statistical illusion designed to mislead voters,” and provided the official figures showing only 800 families had actually received assistance. The minister sued Sunita for defamation. Sunita’s figures were accurate and her criticism was directed solely at the minister’s public conduct of office.

- (A) Sunita is liable because calling a scheme a “statistical illusion” lowers the minister’s reputation.
- (B) Sunita is liable because journalists have no special immunity from defamation law.
- (C) Sunita is liable because the minister’s conduct in office is not a matter of public interest.
- (D) Sunita is not liable as her column qualifies as fair comment on a matter of public interest based on accurate facts, made without malice.

Q4. PRINCIPLE: Where a healthcare provider’s negligence deprives a patient of a meaningful chance of recovery or survival, the patient (or legal representatives) may recover damages for the loss of that chance, even if it cannot be proved that proper treatment would definitely have led to recovery.

FACTS: Ramesh was brought to City General Hospital showing symptoms consistent with a treatable cardiac condition. Due to administrative negligence, no cardiologist was available for six hours. When a cardiologist eventually attended, she confirmed that prompt intervention within the first two hours would have given Ramesh a 65% chance of full recovery. Because of the delay, Ramesh suffered permanent heart damage and will require lifelong medication. The hospital admitted the delay but argued that recovery was not guaranteed even with timely treatment.



- (A) The hospital is liable to Ramesh for the loss of a meaningful chance of recovery caused by its negligent delay.
- (B) The hospital is not liable because it cannot be proved that timely treatment would definitely have cured Ramesh.
- (C) The hospital is not liable because Ramesh's pre-existing cardiac condition was the operating cause of his damage.
- (D) The hospital is liable only if the chance of recovery was more than 50%.

Q5. PRINCIPLE: In an action for private nuisance, a defendant is not liable if the alleged interference would not have affected a person of ordinary habits using land for ordinary purposes. The fact that a plaintiff's use of land is abnormally sensitive does not make the defendant's otherwise ordinary activity a nuisance.

FACTS: Harish operates a lawfully licensed electronics testing facility that produces low-level electromagnetic emissions well within prescribed safety limits. Next door, Kavitha runs a rare-breed butterfly nursery that requires an environment completely free of electromagnetic interference, a requirement far more stringent than any applicable standard. The emissions from Harish's facility disrupt the nursery's sensitive equipment and cause damage to the butterfly stock. An ordinary agricultural or horticultural business would not have been affected.

- (A) Harish is liable because he knew the nursery existed next door when he commenced operations.
- (B) Harish is not liable because Kavitha's butterfly nursery is an abnormally sensitive use and an ordinary business would not have been affected.
- (C) Harish is liable because he must have anticipated that some neighbour might carry on a sensitive business.
- (D) Harish is not liable because government licensing of his facility provides him complete immunity from tort claims.



Q6. PRINCIPLE: A trespass that is continuous in nature — such as the unauthorised occupation of another's land — gives rise to a fresh cause of action each day the trespass continues. The limitation period runs separately for each day's trespass, so the plaintiff is not barred from claiming for the continuing period even if the original act of entry is time-barred.

FACTS: In 2018, Suresh entered and began occupying a strip of land belonging to Lata without her permission. Lata did not take legal action at that time. By 2024, Suresh was still in occupation. Lata now files a suit seeking damages for trespass and an injunction. Suresh argues that the claim is entirely time-barred because the original act of entry was in 2018.

- (A) Suresh's argument is correct; the limitation period started in 2018 and the entire claim is barred.
- (B) Lata can only recover damages from the date she first discovered the trespass.
- (C) Lata can claim damages for each day of continuing trespass within the applicable limitation period, and the claim for ongoing occupation is not barred.
- (D) Lata has no remedy as she waived her right by inaction for six years.

Q7. PRINCIPLE: In addition to compensatory damages for physical or financial harm, a court may award aggravated damages where the defendant's conduct was high-handed, malicious, oppressive or contumelious, causing injury to the plaintiff's feelings, dignity or pride over and above the actual physical or material harm suffered.

FACTS: Prakash, a security supervisor, wrongfully detained Nalini, a customer, in the store's back room for two hours on a baseless suspicion of shoplifting. During detention he made humiliating remarks about her honesty in front of other employees, refused to let her call anyone, and photographed her without consent, threatening to circulate the photo on social media. Nalini suffered no lasting physical injury but experienced acute humiliation and emotional distress. She files a tort claim.



- (A) Nalini can claim only nominal damages because she suffered no lasting physical injury.
- (B) Nalini can claim compensatory damages only for the period of physical detention.
- (C) Nalini has no tort claim because no actual bodily harm was caused.
- (D) Nalini is entitled to compensatory and aggravated damages because Prakash's high-handed conduct caused injury to her dignity and feelings in addition to the wrong of detention.

Q8. PRINCIPLE: Statutory authority is a complete defence in tort. Where a statute expressly or by necessary implication authorises the doing of an act that would otherwise constitute a tort, no action lies against a person who performs that act in the manner and to the extent the statute permits, even if harm results to another.

FACTS: The State Government, empowered by the Land Acquisition Act, notified and compulsorily acquired a portion of Dayaram's agricultural land to build a public road. The acquisition was carried out strictly in accordance with the procedure prescribed by the Act and compensation was duly paid. Dayaram sues in tort contending that the acquisition constitutes trespass to land.

- (A) The State has a complete defence of statutory authority; Dayaram's tort claim fails because the acquisition was expressly authorised by statute.
- (B) The State is liable because no statute can authorise what would otherwise be a trespass.
- (C) The State is liable because Dayaram did not consent to the acquisition.
- (D) The State is liable because statutory authority does not extend to compulsory acquisition of private property.

Q9. PRINCIPLE: A secondary victim who suffers psychiatric injury (nervous shock) as a result of witnessing an accident caused by a defendant's neg-



ligence may recover damages only if: (i) there is a close relationship of love and affection between the secondary victim and the primary victim; (ii) the secondary victim was proximate in time and space to the accident; and (iii) the secondary victim perceived the accident through their own unaided senses.

FACTS: Due to the negligence of a lorry driver employed by Rapid Freight Co., the lorry collided with a school bus. Savita, who was standing on the pavement ten metres away, witnessed the crash with her own eyes and recognised her daughter among the injured. Savita suffered clinically diagnosed post-traumatic stress disorder as a result. She was not physically injured herself. She sues Rapid Freight Co. for nervous shock.

- (A) Savita cannot claim because she was not physically injured in the accident.
- (B) Savita can claim because she satisfies all three requirements: close relationship with her daughter, physical proximity to the scene, and direct perception of the accident.
- (C) Savita cannot claim because nervous shock is not recognised as a head of damage in tort.
- (D) Savita can claim only if she can prove the lorry driver intended to cause her psychiatric harm.

Q10. PRINCIPLE: Specific performance of a contract may be granted by a court where monetary compensation is an inadequate remedy. Courts ordinarily grant specific performance for contracts relating to the sale of immovable property because each parcel of land is unique and damages cannot fully compensate the purchaser for the loss of that specific property.

FACTS: Sudhir entered into a registered agreement to sell his ancestral bungalow in Pune to Leela for Rs. 1.5 crore, with possession to follow payment in full. Leela paid the full consideration on the due date. Sudhir, having received a higher offer from a third party, refused to execute the sale deed and offered to return Leela's money. Leela files a suit for specific performance.



- (A) Leela can claim only the return of her money with interest; specific performance is not available for sale of property.
- (B) Leela cannot claim specific performance because Sudhir offered to return the money.
- (C) Leela is entitled to specific performance because the bungalow is unique immovable property and monetary damages are an inadequate remedy.
- (D) Leela can claim specific performance only if she can show she will suffer irreparable loss beyond the money paid.

Q11. PRINCIPLE: A continuing guarantee extends to a series of transactions. Unless the guarantee specifies otherwise, a guarantor may revoke a continuing guarantee as to future transactions by giving notice to the creditor. The guarantor remains liable for transactions already entered into before the notice of revocation.

FACTS: Mohan executed a continuing guarantee in favour of Apex Bank covering all credit facilities extended to his brother Sohan's trading firm up to Rs. 5 lakhs. Over six months, Apex Bank extended credit totalling Rs. 3 lakhs. Mohan then served a written notice on Apex Bank revoking the guarantee. Two weeks after receipt of the notice, Apex Bank extended a further Rs. 1 lakh credit to Sohan's firm. Sohan subsequently defaulted on the entire Rs. 4 lakhs.

- (A) Mohan is liable for the entire Rs. 4 lakhs because a continuing guarantee cannot be revoked once credit has been extended.
- (B) Mohan is not liable for any amount because the revocation notice cancelled the entire guarantee including past transactions.
- (C) Mohan is liable for the entire Rs. 4 lakhs because the bank had an existing relationship with Sohan.
- (D) Mohan is liable only for the Rs. 3 lakhs extended before the revocation notice; he is not liable for the Rs. 1 lakh extended after the notice.



Q12. PRINCIPLE: Where a party to a contract makes a representation that is false to his knowledge, or is made without belief in its truth, or is made recklessly as to whether it is true or false, with the intention of inducing the other party to contract, and the other party does so to his detriment, the contract is voidable at the option of the party misled and that party may also claim damages.

FACTS: Vimal wished to sell his car. Knowing the car had been in a major accident and its chassis was repaired, Vimal told the prospective buyer Ashok that the car had never been in any accident and was in pristine condition. Ashok purchased the car relying on this statement. A week later, a mechanic discovered the repaired chassis and the true history. Ashok seeks to avoid the contract.

- (A) The contract is voidable at Ashok's option and he may claim damages for Vimal's fraudulent misrepresentation.
- (B) The contract is not voidable because Ashok should have had the car independently inspected before purchase.
- (C) The contract is voidable but Ashok cannot claim damages, only rescission.
- (D) The contract is void ab initio because fraud vitiates everything.

Q13. PRINCIPLE: Under the doctrine of frustration, where, after a contract is formed, a supervening event occurs that is not caused by either party and makes the performance of the contract impossible or radically different from what was undertaken, the contract is discharged and both parties are excused from further performance.

FACTS: In March, Shanta contracted with an export house to supply 500 tonnes of a particular agricultural commodity by September at an agreed price. In July, the Central Government imposed a total ban on export of that commodity citing food security concerns. The ban made it impossible for Shanta to fulfil the contract by delivering the commodity for export. The export house claims breach of contract and demands damages.



- (A) Shanta is liable for breach because the risk of government regulation should have been anticipated and covered in the contract.
- (B) The contract is frustrated by the government ban; Shanta is excused from performance and is not liable for damages.
- (C) The contract is frustrated but Shanta must still pay half the loss as a matter of equity.
- (D) Shanta is liable because frustration does not apply where performance becomes merely more difficult or unprofitable.

Q14. PRINCIPLE: Where a person has performed part of a contract at the request of the other party, and the contract is subsequently discharged (for example, by frustration or by the other party's wrongful repudiation), the party who has performed is entitled to reasonable compensation for the work done on a quantum meruit basis, even if no price was fixed for the partial performance.

FACTS: Dilnoza contracted with Ashwin to construct a boundary wall and gate for Rs. 3 lakhs. After Dilnoza had completed two-thirds of the work, Ashwin wrongfully terminated the contract without cause and refused to make any payment. Dilnoza files a suit seeking compensation for the work already completed.

- (A) Dilnoza can claim nothing because the contract was not fully performed.
- (B) Dilnoza can claim only the proportionate part of the contract price, i.e., Rs. 2 lakhs, and no more.
- (C) Dilnoza is entitled to reasonable compensation on a quantum meruit basis for the work completed at Ashwin's request before the wrongful termination.
- (D) Dilnoza can only sue for breach of contract and must prove her entire expected profit.

Q15. PRINCIPLE: In a contract of sale of goods, a condition is a stipulation essential to the main purpose of the contract; a warranty is a stipulation



collateral to the main purpose. Breach of a condition entitles the buyer to treat the contract as repudiated and also claim damages. Breach of a warranty entitles the buyer to claim damages only, not repudiation.

FACTS: Nikhil purchased a laptop from an electronics dealer under a contract that stipulated the laptop would be “a model released within the current calendar year” (treated as a condition) and would come with “a carry bag” (treated as a warranty). On delivery, Nikhil discovered the laptop was a two-year-old model and the carry bag provided was a different brand from the one displayed in the showroom. Nikhil wants to return the laptop and also claims damages for the wrong carry bag.

- (A) Nikhil can repudiate for both breaches as all terms of a sale contract are conditions.
- (B) Nikhil can repudiate only for the wrong carry bag because the model year stipulation was not sufficiently specific.
- (C) Nikhil can claim damages for both breaches but cannot repudiate for either.
- (D) Nikhil can repudiate the contract for the model year breach (condition) and additionally claim damages for the carry bag breach (warranty).

Q16. PRINCIPLE: The basic structure doctrine holds that Parliament’s power to amend the Constitution under Article 368 does not extend to amending or abrogating the basic or essential features of the Constitution. Any constitutional amendment that destroys or damages a basic feature is void to that extent.

FACTS: Parliament passed the Constitution (Hypothetical) Amendment Act which sought to vest all appellate jurisdiction of the Supreme Court in a newly created Apex Tribunal whose members would be appointed and removed solely by the executive, without any involvement of the judiciary. A petition challenging this amendment is filed before the Supreme Court arguing that it destroys the independence of the judiciary, which is a basic feature of the Constitution.



- (A) The amendment is unconstitutional as it destroys the independence of the judiciary, which is a basic feature of the Constitution that Parliament cannot abrogate.
- (B) The amendment is valid because Parliament has plenary power to amend any part of the Constitution.
- (C) The amendment is valid as long as the Apex Tribunal is a judicial body performing judicial functions.
- (D) The amendment is valid because Article 368 places no express restriction on Parliament's amending power.

Q17. PRINCIPLE: The Election Commission of India is an independent constitutional body vested under Article 324 with superintendence, direction and control of the preparation of electoral rolls and the conduct of elections to Parliament and State Legislatures. Orders of the Election Commission in the exercise of these functions are not subject to executive override.

FACTS: During the conduct of a general election, the Election Commission issued an order directing postponement of polling in a particular constituency due to credible threat of large-scale violence. The State Government, claiming it had taken adequate security measures, issued a counter-notification directing that polling proceed as scheduled. The State Government asserts its law-and-order authority overrides the Election Commission's order on the ground that security is a State subject.

- (A) The State Government's order prevails because law and order is a State subject under the Seventh Schedule.
- (B) The Election Commission's order prevails because under Article 324 it has superintendence and control of election conduct, which cannot be overridden by executive action.
- (C) Both orders are equally valid and polling must await resolution by the Supreme Court.
- (D) The Central Government's intervention is needed to resolve the conflict as elections are a Union matter.



Q18. PRINCIPLE: Article 44 of the Constitution, contained in Part IV (Directive Principles of State Policy), directs that the State shall endeavour to secure for citizens a Uniform Civil Code throughout the territory of India. Directive Principles are not directly enforceable in courts but are fundamental to governance and must guide State policy.

FACTS: A citizen files a writ petition in the High Court seeking a direction to the Central Government to enact a Uniform Civil Code within six months, arguing that Article 44 creates an enforceable fundamental right. The Government contends that Article 44 is only a directive principle and cannot be enforced by a court of law.

- (A) The High Court must issue the direction because Article 44 is a constitutional mandate that overrides government discretion.
- (B) The High Court must issue the direction because the right to a Uniform Civil Code is part of the right to equality under Article 14.
- (C) The Government's contention is correct; Article 44 is a directive principle and is not directly enforceable in court, so the writ petition must fail.
- (D) The High Court can issue the direction because courts may enforce directive principles where fundamental rights are engaged.

Q19. PRINCIPLE: Under Article 360 of the Constitution, the President may proclaim a Financial Emergency if he is satisfied that the financial stability or credit of India or of any part thereof is threatened. During a Financial Emergency, the President may give directions to States to observe financial propriety and may direct that all Money Bills and other Financial Bills passed by State Legislatures be reserved for his consideration.

FACTS: Following a severe balance-of-payments crisis, the Union Finance Ministry advises the President that the credit rating of India has been placed at risk by excessive borrowings of several State Governments. The President, acting on Cabinet advice, issues a proclamation under Article 360. One of the directions issued under the proclamation requires



all State Governments to submit their annual budgets for presidential approval before they can be presented to their respective Legislatures.

- (A) The proclamation is invalid because financial matters are exclusively within State legislative competence.
- (B) The directions are invalid because the President cannot interfere with State financial autonomy under any circumstances.
- (C) The proclamation is valid but the direction on budgets exceeds the President's power which is limited to Money Bills.
- (D) The proclamation and directions are valid; during a Financial Emergency the President may give directions on financial propriety including as to financial legislation of States.

Q20. PRINCIPLE: Article 76 of the Constitution provides that the President shall appoint a person who is qualified to be appointed a Judge of the Supreme Court to be the Attorney General for India. The Attorney General has the right of audience in all courts in India and performs the legal duties assigned to him by the President. He holds office during the pleasure of the President.

FACTS: The President appoints Mr. Ranjit, a senior advocate of 25 years' standing, as the Attorney General for India. Mr. Ranjit appears before the Supreme Court on behalf of the Union of India in a sensitive constitutional matter. Six months after appointment, the President revokes his appointment without assigning any reason. Mr. Ranjit challenges the revocation as arbitrary.

- (A) Mr. Ranjit's appointment was valid as he met the constitutional qualification, and his challenge fails because the Attorney General holds office during the pleasure of the President.
- (B) Mr. Ranjit's appointment was invalid because only retired Supreme Court judges can be appointed as Attorney General.
- (C) Mr. Ranjit's challenge succeeds because the President cannot revoke an appointment without reasons.



- (D) Mr. Ranjit's challenge succeeds because Article 76 guarantees a fixed term to the Attorney General.

Q21. PRINCIPLE: Making or publishing an imputation concerning any person intending to harm, or having reason to believe that it will harm, the reputation of that person constitutes criminal defamation. However, it is not defamation to make an imputation in good faith for the protection of the public good, provided the imputation is true and its publication is for the public benefit.

FACTS: Lekhraj, a journalist, published a detailed investigative report showing that a prominent pharmaceutical company had been mixing substandard ingredients in a widely distributed medication. The report was based on laboratory tests and whistleblower testimony. The report damaged the company's reputation and it filed a criminal complaint for defamation. Lekhraj claims the publication was in good faith for public health.

- (A) Lekhraj is guilty of criminal defamation because any publication harming reputation is punishable.
- (B) Lekhraj has a valid defence; the publication was in good faith based on evidence for the protection of public health, which is a recognised exception to criminal defamation.
- (C) Lekhraj is guilty because the defence of good faith is only available to government servants.
- (D) Lekhraj is guilty because the company, being a legal entity, enjoys enhanced protection from defamation.

Q22. PRINCIPLE: Under the Bharatiya Nyaya Sanhita, "grievous hurt" includes, among other injuries, permanent disfigurement of the head or face. The offence of causing grievous hurt is punishable with imprisonment that may extend to seven years and fine, which is significantly more severe than the punishment for simple hurt.

FACTS: During a heated altercation, Darshan threw a glass of acid at



Preethi's face, causing severe burns that resulted in permanent scarring across her left cheek and the loss of her left ear. Darshan argues that since Preethi survived and received medical treatment, he should be charged only with simple hurt.

- (A) Darshan should be charged with simple hurt because no bone or internal organ was damaged.
- (B) Darshan should be charged with simple hurt because Preethi received medical treatment and survived.
- (C) Darshan should be charged with grievous hurt because permanent disfigurement of the face and loss of an ear are grievous injuries as defined in law.
- (D) Darshan should be charged with simple hurt because the injury was caused accidentally during an altercation.

Q23. PRINCIPLE: A person commits the offence of cheating by impersonation when he pretends to be some other person or knowingly substitutes one person for another, with the intent to deceive, and by that deception dishonestly induces the deceived person to deliver property, or to do or omit something which causes harm.

FACTS: Rajveer posed as a senior officer of a nationalised bank and visited the home of an elderly widow, claiming her fixed deposits were being transferred to a new scheme and that she needed to hand over her original fixed deposit receipts and sign certain forms. The widow, believing him to be a genuine bank official, handed over the receipts and signed the forms. Rajveer subsequently encashed the deposits.

- (A) Rajveer is guilty only of simple cheating because he did not use force.
- (B) Rajveer is guilty of theft because he took the deposit receipts from the widow's possession.
- (C) Rajveer is guilty only of forgery because he made the widow sign forms.
- (D) Rajveer is guilty of cheating by impersonation: he pretended to be a bank official and by that deception induced the widow to hand over



the receipts and sign the forms, causing her harm.

Q24. PRINCIPLE: Criminal trespass is committed when a person enters into or upon property in the possession of another with intent to commit an offence, or to intimidate, insult or annoy any person in possession of such property. The intent at the time of entry is an essential ingredient of the offence.

FACTS: Vinod entered the enclosed garden of his neighbour Saroj at night without her knowledge or permission. He was found cutting orchids from her garden with the intention of selling them. Vinod claims he cannot be guilty of criminal trespass because his only purpose was to pick flowers and he did not intend to commit a serious offence.

- (A) Vinod is guilty of criminal trespass because he entered Saroj's property without permission with the intent to commit an offence (theft of the orchids).
- (B) Vinod is not guilty of criminal trespass because picking flowers is not a serious offence.
- (C) Vinod is not guilty of criminal trespass because no violence was used or threatened.
- (D) Vinod is guilty only of theft and not criminal trespass as they are mutually exclusive offences.

Q25. PRINCIPLE: Under Section 13B of the Hindu Marriage Act, 1955, parties to a Hindu marriage may file a joint petition for divorce by mutual consent. The court shall not pass the decree of divorce before the expiry of six months from the date of presentation of the petition, nor later than eighteen months thereafter. This six-month period is a statutory cooling-off period, though courts have held it may be waived in exceptional circumstances.

FACTS: Anita and Rakesh, a Hindu couple, have been living separately for two years. They are both certain they wish to divorce and have already settled all issues of maintenance and property. They jointly file



a petition under Section 13B. Thirty days after filing, they move an application asking the court to grant the decree immediately, arguing that the cooling-off period causes unnecessary hardship when the parties are already sure and all disputes are settled.

- (A) The court must grant the decree immediately because both parties consent and all disputes are settled.
- (B) The court has discretion to waive the six-month cooling-off period in exceptional circumstances, but is not obliged to grant the decree immediately merely because all disputes are settled.
- (C) The court cannot grant the decree at all because two years of separation is insufficient under Section 13B.
- (D) The court must wait the full eighteen months before granting the decree.

Q26. PRINCIPLE: In all proceedings relating to custody, maintenance or upbringing of a minor child, the paramount consideration for the court is the welfare of the child. The legal rights or preferences of the parents, or the provisions of personal law regarding guardianship, must yield to what is genuinely in the best interest of the child.

FACTS: On the breakdown of their marriage, both Nandita and her husband Suresh claim custody of their eight-year-old son Arjun. Under the applicable personal law, the father is the natural guardian. However, the child has been living with Nandita for three years, is settled in a school near her home, and has expressed (in chambers) that he is comfortable with his mother. Independent enquiry by the court shows Nandita provides a stable, nurturing environment.

- (A) Custody must be given to Suresh because the father is the natural guardian under personal law.
- (B) Custody must be given to Suresh because the child is a male child and tradition favours paternal custody.
- (C) Custody should be given to Nandita because the welfare and settled life of the child points to her being the appropriate custodian,



overriding the personal law preference for the father.

- (D) Custody should be shared equally between both parents regardless of the child's wishes or circumstances.

Q27. PRINCIPLE: Under the Hindu Marriage Act, 1955, a marriage that is bigamous (where either party has a living spouse at the time of the marriage) is void ab initio under Section 11. A marriage solemnised in contravention of certain conditions such as between parties within degrees of prohibited relationship is voidable under Section 12, and remains valid until annulled by a court.

FACTS: Two disputes arise simultaneously. In Case I: Ramesh, whose first wife Shalini is alive and the marriage has not been dissolved, marries Geeta. In Case II: Mohan and Priya solemnise a marriage not knowing that they are first cousins, which falls within the prohibited degrees of relationship under their community's custom that does not permit such marriages. Neither couple has approached a court.

- (A) Both marriages are void ab initio and neither needs a court decree to be treated as null.
- (B) Both marriages are voidable and remain valid until annulled by a court.
- (C) Case I marriage is voidable and Case II marriage is void ab initio.
- (D) Case I marriage (bigamy) is void ab initio under Section 11; Case II marriage (prohibited degree) is voidable under Section 12 and remains valid until a court annuls it.

Q28. PRINCIPLE: The maxim *nemo tenetur seipsum accusare* embodies the right against self-incrimination: no person can be compelled to be a witness against himself in any criminal proceedings. This principle protects the accused from being forced to provide testimony or produce documents that would incriminate him.

FACTS: During a criminal trial, the prosecution requests the court to order the accused, Hemant, to give a detailed oral account of his move-



ments on the night of the alleged offence, warning him that refusal will be treated as evidence of guilt. Hemant's counsel objects and invokes the maxim *nemo tenetur seipsum accusare*.

- (A) Hemant cannot be compelled to testify against himself; his silence cannot be used as evidence of guilt, and the court must uphold counsel's objection.
- (B) Hemant must answer because the prosecution has a right to elicit the truth from the accused.
- (C) Hemant must answer because the maxim applies only to documentary evidence, not oral testimony.
- (D) Hemant's silence may be treated as evidence of guilt because only an innocent person has nothing to hide.

Q29. PRINCIPLE: The maxim *ex dolo malo non oritur actio* means that no right of action can arise out of fraud. A person who obtains a benefit or a contractual right through his own fraudulent or deceitful conduct cannot invoke the court's aid to enforce that right or benefit.

FACTS: Kalyanpur Finance Co. induced a borrower, Tejpal, to sign a loan agreement by fraudulently concealing a clause that doubled the interest rate after three months, contrary to oral assurances given to Tejpal. When Tejpal defaulted on the inflated installments, Kalyanpur Finance filed a suit to enforce the loan agreement and recover the higher interest.

- (A) Kalyanpur Finance succeeds because a signed written agreement overrides any oral assurances.
- (B) Kalyanpur Finance cannot succeed in enforcing the agreement because, applying *ex dolo malo non oritur actio*, no right of action can arise from its own fraudulent conduct in procuring the agreement.
- (C) Tejpal cannot raise fraud as a defence because he signed the document and must be taken to have read it.
- (D) Kalyanpur Finance succeeds because Tejpal's default is an independent ground for recovery separate from the formation of the con-



tract.

Q30. PRINCIPLE: The maxim *in dubio pro reo* means that in cases of doubt, the decision must be in favour of the accused. In criminal law, the prosecution bears the burden of proving guilt beyond reasonable doubt; if any reasonable doubt remains after considering all evidence, the accused must be acquitted.

FACTS: In a murder trial, the prosecution relied entirely on the testimony of a single eyewitness whose account was contradicted by forensic evidence on the time of death. Two judges on a division bench agreed the witness was unreliable. They disagreed on whether the remaining circumstantial evidence alone, without the witness's testimony, proved guilt beyond reasonable doubt. The presiding judge, applying the principle *in dubio pro reo*, sided with the accused.

- (A) The presiding judge erred because circumstantial evidence alone can always sustain a conviction.
- (B) The presiding judge erred because the prosecution's witness, once called, must be believed.
- (C) The presiding judge was correct; where reasonable doubt exists as to guilt, the maxim *in dubio pro reo* requires a decision in favour of the accused.
- (D) The presiding judge erred because doubt should be resolved against the accused to protect society.

Q31. PRINCIPLE: Adverse possession is a rule by which a person who has been in open, continuous, hostile and exclusive possession of another's land for the period prescribed by law acquires title to that land. Upon the expiry of the limitation period, the true owner's right to recover possession is extinguished and the adverse possessor's title is perfected.

FACTS: Chandra occupied and cultivated a piece of land belonging to the Revenue Department for over 15 years openly and without permission, enclosing it with a boundary wall and paying local taxes on it. The



Revenue Department was aware of the occupation but took no steps for over 15 years. Chandra now claims title by adverse possession. The Revenue Department argues that being a government body, it cannot lose its land through adverse possession.

- (A) Chandra's claim fails because agricultural cultivation cannot constitute adverse possession.
- (B) Chandra's claim fails because he never obtained a formal grant from the government.
- (C) Chandra's claim fails because payment of local taxes cannot substitute for formal title.
- (D) Chandra's claim for adverse possession is valid; government land is not immune from adverse possession claims and the Revenue Department's right is extinguished after the prescribed period of inaction.

Q32. PRINCIPLE: The Supreme Court of India in *Navtej Singh Johar v Union of India* (2018) held that insofar as Section 377 of the Indian Penal Code criminalised consensual sexual conduct between adults in private, it violated the fundamental rights to dignity, autonomy, privacy, equality and freedom of expression. The court read down Section 377 to decriminalise consensual same-sex relations between adults.

FACTS: Following the judgment in *Navtej Singh Johar*, a police officer arrests two adult individuals for engaging in consensual same-sex conduct in a private residence, invoking the “against the order of nature” provision that was part of the original Section 377. The arrested individuals challenge the legality of their arrest.

- (A) The arrest is illegal; after *Navtej Singh Johar* consensual same-sex conduct between adults in private is decriminalised and cannot be the basis for arrest under Section 377.
- (B) The arrest is legal because Section 377 was not struck down in its entirety.



- (C) The arrest is legal because the Supreme Court's ruling applies only to the petitioners in that case.
- (D) The arrest is legal because Parliament has not yet amended Section 377 to reflect the judgment.



Detailed Solutions**Q1.****Solution**

Concept — Professional Negligence: A professional adviser owes a duty to exercise the care and skill of a reasonably competent practitioner. Failure to meet that standard, resulting in the client's loss, constitutes actionable negligence.

Step 1 — Identify the legal rule: The test is whether Adv. Khare exercised the standard of care of a reasonably competent advocate. A routine examination would have revealed the defect; he failed to carry out even that examination.

Step 2 — Apply to facts: Adv. Khare carelessly advised the deed was enforceable. Meena relied on that advice, chose not to file a separate suit, and lost the property case. The loss flowed directly from his negligent advice.

Why other options are wrong:

- Option A: Incorrect — the court's decision was the natural and foreseeable consequence of Meena not establishing her title, which itself resulted from Khare's bad advice. There was no independent intervening act.
- Option C: Incorrect — a client's failure to seek a second opinion does not absolve a negligent professional of liability; at most it could go to contributory negligence, which is not in issue here.
- Option D: Incorrect — negligence does not require dishonest intent; careless failure to meet the professional standard is sufficient.

Final Answer: Adv. Khare is liable for professional negligence as his careless advice directly caused Meena's loss. ⇒ **B**

Answer: (B) [Go Back to Q1](#)

Q2.**Solution**

Concept — Negligent Misstatement: A specialist who provides information or advice knowing it will be relied upon owes a duty of care in respect of the accuracy of that information. Careless inaccuracy causing financial loss attracts liability.

Step 1 — Identify the legal rule: Three elements must be satisfied: (i) a special relationship giving rise to a duty; (ii) breach of duty by providing inaccurate information carelessly; (iii) financial loss caused by reliance on that information.



Step 2 — Apply to facts: Girish, a registered valuer, issued a professional report knowing Prachi would rely on it to make a purchase decision. His failure to inspect the foundation (basic professional duty) led to a grossly inflated valuation. Prachi relied and suffered loss of Rs. 43–45 lakhs in value.

Why other options are wrong:

- Option A: Incorrect — a professional valuation is not mere casual opinion; it carries a duty of care when issued in a professional capacity for a known purpose.
- Option B: Incorrect — the possibility of obtaining an independent valuation does not remove the defendant's duty; it may be relevant to contributory negligence but does not absolve Girish.
- Option D: Incorrect — tortious duty of care does not require a contractual relationship; it arises from the professional relationship and the known reliance.

Final Answer: Girish is liable to Prachi for negligent misstatement causing financial loss. ⇒

Answer: (C) [Go Back to Q2](#)

Q3.

Solution

Concept — Fair Comment Defence in Defamation: Honest opinion on a matter of public interest, grounded in true facts and made without malice, is protected as fair comment even if it damages a person's reputation.

Step 1 — Identify the legal rule: For the defence to succeed: (i) the statement must be an expression of opinion, not a statement of fact; (ii) it must be on a matter of public interest; (iii) it must be based on true facts; (iv) it must be made without malice.

Step 2 — Apply to facts: Sunita's column expressed an opinion ("statistical illusion") about a public scheme. The opinion was grounded in official verified data. A government housing scheme for the public is indisputably a matter of public interest. No malice is indicated.

Why other options are wrong:

- Option A: Incorrect — the fact that the statement lowers reputation does not preclude the fair comment defence; defamation liability and the defence are



distinct questions.

- Option B: Incorrect — journalists enjoy the same fair comment defence as any citizen; the statement is the question, not the profession.
- Option C: Incorrect — a minister's public conduct of a State housing scheme is clearly a matter of public interest.

Final Answer: Sunita is not liable as her column constitutes fair comment on a matter of public interest. ⇒

Answer: (D) [Go Back to Q3](#)

Q4.

Solution

Concept — Loss of Chance in Medical Negligence: Where negligence eliminates or substantially reduces a patient's chance of recovery, the law permits recovery for the loss of that chance itself, rather than requiring proof that recovery would certainly have occurred.

Step 1 — Identify the legal rule: The plaintiff need not prove that timely treatment would definitively have cured him. It suffices to show that the negligence deprived him of a meaningful, substantial chance of recovery.

Step 2 — Apply to facts: Prompt intervention within two hours would have given Ramesh a 65% chance of full recovery. The hospital's negligent delay of six hours foreclosed that chance entirely. Ramesh now has permanent damage. The loss of a 65% chance is a significant, recoverable loss.

Why other options are wrong:

- Option B: Incorrect — this is the exact argument the loss-of-chance doctrine rejects; certainty of recovery is not required.
- Option C: Incorrect — while a pre-existing condition existed, the permanent damage resulted from the delay, not the underlying condition alone.
- Option D: Incorrect — the law does not impose a rigid 50% threshold for loss-of-chance claims; a 65% chance is clearly meaningful and recoverable.

Final Answer: The hospital is liable for depriving Ramesh of a meaningful 65% chance of recovery. ⇒

Answer: (A) [Go Back to Q4](#)



Q5.

Solution

Concept — Abnormal Sensitivity Rule in Nuisance: A defendant cannot be made liable in nuisance merely because the plaintiff's use of land is extraordinarily sensitive. The standard is that of the ordinary user of land.

Step 1 — Identify the legal rule: The interference complained of must be one that would affect a person of normal sensitivity using land in an ordinary way. If only an abnormally sensitive user would be affected, there is no nuisance.

Step 2 — Apply to facts: Harish's emissions are within prescribed safety limits and would not affect ordinary businesses. Kavitha's butterfly nursery requires a uniquely stringent electromagnetic environment far beyond any normal standard. The damage arises solely from the abnormal sensitivity of her operation, not from any unreasonable conduct by Harish.

Why other options are wrong:

- Option A: Incorrect — knowledge of the neighbour's use does not create liability when the activity itself is not a nuisance against ordinary persons.
- Option C: Incorrect — anticipating that "some" sensitive business might exist is not the legal test; the test is impact on ordinary users.
- Option D: Incorrect — while statutory licensing supports legality, the correct answer here turns on the abnormal sensitivity rule, not immunity from licensing.

Final Answer: Harish is not liable; Kavitha's operation is abnormally sensitive and an ordinary business would not be affected. ⇒ **B**

Answer: (B) [Go Back to Q5](#)

Q6.

Solution

Concept — Continuing Trespass and Fresh Cause of Action: Where a trespass is not a one-time act but an ongoing state (such as continuous unauthorised occupation of land), it constitutes a fresh cause of action on each day the occupation continues.

Step 1 — Identify the legal rule: In a continuing trespass, the limitation period does not run from the original date of entry for the entire claim. Each day of continuing occupation gives rise to a fresh actionable wrong. Lata can therefore



claim for the period within limitation, even though the original entry in 2018 may be time-barred.

Step 2 — Apply to facts: Suresh has been continuously and unlawfully occupying the land since 2018. His argument that the 2018 entry extinguishes all claims is wrong: the continuing daily trespass through 2024 generates fresh causes of action. Lata can claim for the portion within the limitation window and seek an injunction for the future.

Why other options are wrong:

- Option A: Incorrect — this misapplies limitation law to a continuing tort; the limitation runs freshly each day.
- Option B: Incorrect — the date of discovery is not the relevant trigger for a continuing trespass; each day of trespass is independently actionable.
- Option D: Incorrect — inaction does not amount to waiver or consent to trespass in the absence of an express or clearly implied agreement.

Final Answer: Lata can claim for the continuing trespass within the limitation period; fresh cause of action arises each day. ⇒ C

Answer: (C) [Go Back to Q6](#)

Q7.

Solution

Concept — Aggravated Damages: Where a defendant's conduct is oppressive, high-handed or contumelious and, in addition to the primary wrong, injures the plaintiff's feelings and dignity, the court may award aggravated damages above ordinary compensatory damages.

Step 1 — Identify the legal rule: Aggravated damages are awarded not as punishment but to compensate for the additional injury to feelings and dignity caused by the manner of the defendant's wrongdoing. The absence of lasting physical injury does not preclude them.

Step 2 — Apply to facts: Nalini was wrongfully detained (false imprisonment) and subjected to humiliating remarks, denial of communication, and threatened exposure on social media. Prakash's conduct was plainly oppressive and high-handed. Nalini suffered acute humiliation and emotional distress — precisely the kind of injury aggravated damages are designed to compensate.

Why other options are wrong:



- Option A: Incorrect — nominal damages are awarded only where a right is infringed but no loss is shown; here there is clear injury to feelings and dignity.
- Option B: Incorrect — compensatory damages cover the detention; the aggravated damages address the additional injury to dignity from Prakash's oppressive conduct.
- Option C: Incorrect — false imprisonment and injury to dignity are recognised heads of tortious liability even without bodily harm.

Final Answer: Nalini is entitled to compensatory and aggravated damages for Prakash's oppressive conduct injuring her dignity. ⇒ D

Answer: (D) [Go Back to Q7](#)

Q8.

Solution

Concept — Statutory Authority as Defence in Tort: Express or necessarily implied statutory authorisation to do an act that would otherwise be a tort provides a complete defence, provided the act is done strictly within the limits of the authorisation.

Step 1 — Identify the legal rule: The defence requires that the act be within the scope of the statutory authority and that the procedure prescribed by the statute has been followed. If both conditions are met, no tort action lies even if the act causes harm.

Step 2 — Apply to facts: The Land Acquisition Act expressly empowers the State to compulsorily acquire private land for public purposes. The acquisition followed the prescribed procedure and compensation was paid. The act was fully within statutory authority. Dayaram's trespass claim must therefore fail.

Why other options are wrong:

- Option B: Incorrect — this directly contradicts the established principle; statutes can and do authorise acts that would otherwise be torts.
- Option C: Incorrect — the defence of statutory authority does not require the owner's consent; the whole point of compulsory acquisition is that it operates without consent.
- Option D: Incorrect — the defence of statutory authority applies specifically and historically to compulsory acquisition legislation.

Final Answer: The State has a complete defence of statutory authority; the tort



claim fails. $\Rightarrow$

Answer: (A) [Go Back to Q8](#)

Q9.

Solution

Concept — Nervous Shock (Secondary Victim): A secondary victim who suffers genuine psychiatric injury from witnessing an accident can recover if she satisfies the three proximity requirements: relational proximity, spatial/temporal proximity, and perceptual directness.

Step 1 — Identify the legal rule: (i) Close relationship of love and affection with the primary victim (parent-child qualifies); (ii) physical presence at or near the scene at the time of the accident; (iii) perception through her own unaided senses (not through a broadcast or third-party account).

Step 2 — Apply to facts: Savita is the mother of the injured child (close relationship satisfied). She was standing ten metres away and saw the crash as it happened (spatial/temporal proximity and direct perception both satisfied). She suffered clinically diagnosed PTSD, which is a recognised psychiatric injury.

Why other options are wrong:

- Option A: Incorrect — psychiatric injury is recoverable without physical injury once the proximity requirements are met by a secondary victim.
- Option C: Incorrect — nervous shock resulting in a recognised psychiatric illness is a fully established head of damage in the law of tort.
- Option D: Incorrect — the driver need not have intended to cause psychiatric harm; the test is foreseeability of injury to a person of normal fortitude in Savita's position.

Final Answer: Savita satisfies all three secondary-victim requirements and can recover for nervous shock. $\Rightarrow$

Answer: (B) [Go Back to Q9](#)



Q10.

Solution

Concept — Specific Performance of Immovable Property Contract: Courts ordinarily grant specific performance of agreements to sell land or buildings because each parcel is unique and money damages cannot adequately compensate the buyer for the loss of that specific property.

Step 1 — Identify the legal rule: Under the Specific Relief Act, specific performance is the standard remedy for breach of a contract for immovable property (unless the court in its discretion finds special reasons against it). The vendor cannot escape the remedy merely by offering to refund the purchase price.

Step 2 — Apply to facts: Leela paid the full contract price under a registered agreement. Sudhir refused to execute the sale deed, driven by a better offer from a third party. The bungalow is a unique ancestral property. Money cannot replace the specific land contracted for. Leela is entitled to specific performance.

Why other options are wrong:

- Option A: Incorrect — this misstates the law; specific performance is precisely the remedy provided for land contracts.
- Option B: Incorrect — an offer to refund does not deprive the buyer of her right to specific performance; the vendor cannot unilaterally substitute damages for performance.
- Option D: Incorrect — no additional showing of “irreparable loss beyond money paid” is required; the unique nature of land itself justifies specific performance.

Final Answer: Leela is entitled to specific performance of the sale of the bungalow.

⇒ ☐ C

Answer: (C) [Go Back to Q10](#)

Q11.

Solution

Concept — Revocation of Continuing Guarantee: A continuing guarantee may be revoked by the guarantor for future transactions by notice to the creditor. The guarantor remains liable for transactions already completed before the notice.

Step 1 — Identify the legal rule: Revocation operates prospectively. All credit extended before the revocation notice remains the guarantor’s liability. Credit



extended after receipt of the notice falls outside the guarantee.

Step 2 — Apply to facts: Rs. 3 lakhs was extended before Mohan's revocation notice — Mohan is liable for this amount. The Rs. 1 lakh was extended two weeks after Apex Bank received the notice — the guarantee had already been revoked for future transactions by the time this credit was given. Mohan is not liable for the post-revocation Rs. 1 lakh.

Why other options are wrong:

- Option A: Incorrect — a continuing guarantee can be revoked for future transactions; this is a settled principle of contract law.
- Option B: Incorrect — revocation does not retrospectively cancel liability for past transactions already entered into.
- Option C: Incorrect — the bank's existing relationship with Sohan does not extend Mohan's liability beyond the period the guarantee was in force.

Final Answer: Mohan is liable only for the Rs. 3 lakhs extended before the revocation notice. ⇒ D

Answer: (D) [Go Back to Q11](#)

Q12.

Solution

Concept — Fraudulent Misrepresentation: A deliberate false statement made to induce a contract, known to the maker to be false, renders the contract voidable and entitles the innocent party to both rescission and damages.

Step 1 — Identify the legal rule: The elements of fraud are: (i) a false representation; (ii) knowledge of its falsity or recklessness as to truth; (iii) intention that the other party act on it; (iv) the other party acts on it to his detriment.

Step 2 — Apply to facts: Vimal knew the car had been in a major accident. He deliberately told Ashok it had never been in an accident. Ashok purchased in reliance on this. All four elements of fraud are satisfied. The contract is voidable and Ashok may claim damages.

Why other options are wrong:

- Option B: Incorrect — a victim of fraud is not required to take precautions against the fraud; the duty lies on the party not to deceive.
- Option C: Incorrect — fraud entitles the victim to both rescission and damages; they are cumulative remedies.



- Option D: Incorrect — a voidable contract is valid until set aside; it is not void ab initio. Void ab initio applies to contracts void for other reasons (e.g., illegality or mistake).

Final Answer: The contract is voidable; Ashok may rescind and claim damages for fraudulent misrepresentation. ⇒ A

Answer: (A) [Go Back to Q12](#)

Q13.

Solution

Concept — Doctrine of Frustration (Section 56 ICA): A supervening event not caused by either party that makes performance impossible or radically different from what was contracted discharges the contract; neither party is in breach.

Step 1 — Identify the legal rule: For frustration, the supervening event must be: (i) not caused by either party; (ii) not foreseeable and not covered by the contract; (iii) making performance truly impossible (not merely more burdensome). A government prohibition that makes the contracted act illegal satisfies these criteria.

Step 2 — Apply to facts: The contract was for supply of an agricultural commodity for export. The Central Government's total export ban was a supervening governmental act, not caused by Shanta, that made export delivery legally impossible. The contract is frustrated and Shanta is excused from performance.

Why other options are wrong:

- Option A: Incorrect — government export bans on agricultural commodities are not so foreseeable as to preclude frustration; there is no suggestion of force majeure coverage in the contract.
- Option C: Incorrect — frustration operates to discharge both parties' obligations; there is no equitable half-payment rule under Section 56.
- Option D: Incorrect — this option describes the inapplicability of frustration to mere economic hardship; an outright government ban makes performance legally impossible, not merely difficult.

Final Answer: The contract is frustrated by the export ban; Shanta is excused from performance and not liable. ⇒ B

Answer: (B) [Go Back to Q13](#)



Q14.

Solution

Concept — Quantum Meruit: Where a party has partly performed a contract at the other party's request and the contract is discharged by the other party's wrongful repudiation, the performing party is entitled to reasonable compensation for work done.

Step 1 — Identify the legal rule: Quantum meruit ("as much as is deserved") allows recovery of a reasonable sum for services rendered. It is not limited to a proportionate slice of the contract price but is the fair value of the work done.

Step 2 — Apply to facts: Dilnoza completed two-thirds of the construction at Ashwin's request before Ashwin wrongfully terminated the contract. Dilnoza is entitled to be paid on quantum meruit for the work actually completed — the reasonable value of that work.

Why other options are wrong:

- Option A: Incorrect — the failure to complete performance does not extinguish the right to be paid for work done when the other party wrongfully prevents completion.
- Option B: Incorrect — quantum meruit is the fair value of work done, not necessarily a strict arithmetical proportion of the contract price (though the two may coincide).
- Option D: Incorrect — while a breach claim is also available, quantum meruit is an independent and sufficient remedy for the work performed.

Final Answer: Dilnoza is entitled to reasonable compensation on quantum meruit for work completed before wrongful termination. ⇒ C

Answer: (C) [Go Back to Q14](#)

Q15.

Solution

Concept — Condition vs Warranty in Sale of Goods: Breach of a condition entitles the buyer to repudiate and claim damages; breach of a warranty entitles the buyer to damages only.

Step 1 — Identify the legal rule: The question tells us the model-year stipulation is a condition and the carry bag stipulation is a warranty. We apply the rule: condition breach = right to repudiate + damages; warranty breach = damages



only.

Step 2 — Apply to facts: The laptop delivered was a two-year-old model — breach of the condition (model year). Nikhil may treat the contract as repudiated and also claim damages. The carry bag provided was a wrong brand — breach of the warranty. Nikhil can claim damages only for this. He is therefore entitled to repudiate (on account of the condition breach) and separately claim damages for the warranty breach.

Why other options are wrong:

- Option A: Incorrect — a carry bag stipulation was expressly stated to be a warranty, not a condition; its breach does not give rise to repudiation.
- Option B: Incorrect — this reverses the correct analysis; the model-year stipulation was the condition.
- Option C: Incorrect — breach of a condition does give the right to repudiate; to say otherwise misapplies the fundamental distinction.

Final Answer: Nikhil can repudiate for the condition breach (model year) and claim damages for the warranty breach (carry bag). ⇒ D

Answer: (D) [Go Back to Q15](#)

Q16.

Solution

Concept — Basic Structure Doctrine: Established in *Kesavananda Bharati v State of Kerala* (1973), the basic structure doctrine holds that Parliament's amending power under Article 368 cannot be used to destroy the basic or essential features of the Constitution, one of which is the independence of the judiciary.

Step 1 — Identify the legal rule: Any constitutional amendment, however validly passed, is void if it damages or destroys a basic feature. Independence of the judiciary — including freedom from executive control over judicial appointments and removal — is a recognised basic feature.

Step 2 — Apply to facts: The amendment vests all appellate jurisdiction in a tribunal whose members are appointed and removed solely by the executive. This eliminates judicial independence in appellate adjudication. It strikes at the very core of the separation of powers and judicial independence.

Why other options are wrong:

- Option B: Incorrect — plenary amending power is exactly what the basic



structure doctrine limits; Parliament cannot use Article 368 to destroy basic features.

- Option C: Incorrect — even if the Apex Tribunal performs judicial functions, subjecting its composition entirely to executive control destroys judicial independence.
- Option D: Incorrect — the absence of an express textual restriction is precisely what the basic structure doctrine addresses; implied limitations exist by virtue of constitutional values.

Final Answer: The amendment is unconstitutional as it destroys the independence of the judiciary, a basic feature. ⇒ A

Answer: (A) [Go Back to Q16](#)

Q17.

Solution

Concept — Election Commission's Constitutional Supremacy under Article 324: The Election Commission is vested with exclusive superintendence, direction and control over election conduct. Its orders in election matters override executive directions at both Union and State level.

Step 1 — Identify the legal rule: Article 324 is a self-executing constitutional provision conferring plenary power on the Election Commission over elections. State executive power, even over law and order, does not override the Election Commission's orders during the conduct of elections.

Step 2 — Apply to facts: The Election Commission's postponement order arises from its constitutional function of ensuring a free and fair election. The State Government's counter-notification is an executive act in an area where the Election Commission's constitutional authority is supreme.

Why other options are wrong:

- Option A: Incorrect — though law and order is a State subject, during elections the Election Commission's superintendence is constitutionally superior for election conduct matters.
- Option C: Incorrect — there is no equivalence between the two orders; the constitutional hierarchy places the Election Commission above State executive action in this domain.
- Option D: Incorrect — no Central Government mediation is constitutionally required; the Election Commission's authority is directly conferred by Article 324.



Final Answer: The Election Commission's order prevails under Article 324; the State's counter-notification is ineffective. ⇒

Answer: (B) [Go Back to Q17](#)

Q18.

Solution

Concept — Directive Principles of State Policy (Article 37): Directive Principles are fundamental to governance and a guide to State action, but they are not enforceable in a court of law. They cannot independently confer a justiciable right on a citizen.

Step 1 — Identify the legal rule: Article 37 expressly states that Directive Principles shall not be enforceable by any court, though they are fundamental to governance. Article 44 (Uniform Civil Code) falls squarely in Part IV and is therefore not directly enforceable.

Step 2 — Apply to facts: The citizen's petition seeks a court direction to enact a Uniform Civil Code, treating Article 44 as creating an enforceable right. The Government correctly contends that Article 44 is a directive principle and courts cannot compel its implementation through a writ.

Why other options are wrong:

- Option A: Incorrect — “constitutional mandate” and “justiciable right” are different; Article 44 is the former but not the latter.
- Option B: Incorrect — Article 44 does not independently create a right to equality; it is a separate directive with its own (non-enforceable) character.
- Option D: Incorrect — courts may read Directive Principles alongside Fundamental Rights for interpretive purposes, but cannot issue a mandatory direction to enact specific legislation on the basis of a DPSP alone.

Final Answer: Article 44 is a non-justiciable Directive Principle; the writ petition seeking compulsion to enact a UCC must fail. ⇒

Answer: (C) [Go Back to Q18](#)



Q19.

Solution

Concept — Financial Emergency under Article 360: Article 360 empowers the President to proclaim a Financial Emergency if financial stability or credit of India (or any part) is threatened. The President may then give directions to States on financial propriety, including directions as to Money Bills and Financial Bills.

Step 1 — Identify the legal rule: Under Article 360(3), the President may, during a Financial Emergency, direct States to reserve Money Bills and other Financial Bills for presidential consideration. The power is broader than just “Money Bills” — it extends to other Financial Bills as well.

Step 2 — Apply to facts: The balance-of-payments crisis and threat to India’s credit rating are valid grounds under Article 360. The proclamation is constitutionally valid. The direction requiring budgets to be submitted for presidential approval relates to financial legislation and is within the scope of Article 360 powers during a Financial Emergency.

Why other options are wrong:

- Option A: Incorrect — even if financial matters involve State subjects, Article 360 is an express override during a Financial Emergency.
- Option B: Incorrect — Article 360 explicitly permits the President to interfere with State financial autonomy during a proclaimed Financial Emergency.
- Option C: Incorrect — the text of Article 360 extends to “other Financial Bills,” not just Money Bills; budgets as financial legislation fall within this scope.

Final Answer: Both the proclamation and the directions on budgets are valid during a Financial Emergency under Article 360. ⇒ D

Answer: (D) [Go Back to Q19](#)

Q20.

Solution

Concept — Attorney General for India (Article 76): The Attorney General is appointed by the President from persons qualified to be Supreme Court judges, holds office during the pleasure of the President, and has the right of audience in all courts in India.

Step 1 — Identify the legal rule: Article 76(1) requires qualification to be a



Supreme Court judge (not actual past service as a judge). Article 76(4) states the Attorney General holds office during the pleasure of the President — meaning the President may terminate the appointment at will without assigning reasons.

Step 2 — Apply to facts: Mr. Ranjit, a 25-year senior advocate, meets the qualification (an advocate of ten years' standing before a High Court is qualified). The revocation without reasons is constitutional because the appointment is held at the President's pleasure. The challenge fails.

Why other options are wrong:

- Option B: Incorrect — Article 76 requires qualification to be a Supreme Court judge, not actual past judicial service; a practising senior advocate of sufficient standing qualifies.
- Option C: Incorrect — “at pleasure” appointments by the President do not require reasons; that is precisely the meaning of the pleasure doctrine.
- Option D: Incorrect — the Constitution expressly states the Attorney General holds office during the President's pleasure; there is no fixed term.

Final Answer: Mr. Ranjit was validly appointed and the revocation is constitutional; his challenge fails. ⇒ A

Answer: (A) [Go Back to Q20](#)

Q21.

Solution

Concept — Criminal Defamation and the Good Faith Exception: Criminal defamation is not made out if the imputation is made in good faith for the protection of the public good, provided it is true and its publication serves the public interest.

Step 1 — Identify the legal rule: The exception requires: (i) the imputation is true; (ii) publication is for the public benefit; (iii) it is made in good faith. All three must be satisfied. A pharmaceutical adulteration report satisfies all three.

Step 2 — Apply to facts: Lekhraj's report was based on laboratory tests and credible whistleblower testimony (good faith and truth satisfied). It warned the public about a dangerous medication (public benefit satisfied). The exception squarely applies.

Why other options are wrong:

- Option A: Incorrect — defamation law recognises explicit exceptions; the



fact that reputation is harmed is the starting point, not the conclusion.

- Option C: Incorrect — the good faith public benefit defence is not confined to government servants; it is available to any person, including journalists.
- Option D: Incorrect — legal entities do not enjoy enhanced protection from defamation relative to natural persons in this context; the same rules and defences apply.

Final Answer: Lekhraj has a valid good faith public benefit defence; he is not guilty of criminal defamation. ⇒ B

Answer: (B) [Go Back to Q21](#)

Q22.

Solution

Concept — Grievous Hurt under Bharatiya Nyaya Sanhita: Grievous hurt includes, among other categories, permanent disfigurement of the head or face and permanent privation of the sight or hearing of either eye or ear.

Step 1 — Identify the legal rule: Permanent scarring of the face constitutes “permanent disfigurement of the head or face.” Loss of an ear could constitute privation of hearing or disfigurement. Either alone suffices to classify the injury as grievous. The seriousness of the injury defines the offence, not whether the victim survived or received treatment.

Step 2 — Apply to facts: Darshan threw acid, causing permanent facial scarring and loss of an ear. Both injuries fall squarely within the definition of grievous hurt. The charge must be grievous hurt, attracting the heavier punishment.

Why other options are wrong:

- Option A: Incorrect — the definition of grievous hurt does not require bone or internal organ damage; permanent disfigurement of the face is an independent category.
- Option B: Incorrect — medical treatment and survival are irrelevant to the classification of grievous hurt; permanence of injury is what matters.
- Option D: Incorrect — the intentional throwing of acid cannot be described as accidental; and in any event, the nature of the injury, not the intent, determines grievous vs. simple hurt classification.

Final Answer: Darshan should be charged with grievous hurt — permanent facial disfigurement and loss of ear are grievous injuries. ⇒ C

Answer: (C) [Go Back to Q22](#)



Q23.

Solution

Concept — Cheating by Impersonation: Pretending to be another person (or a class of persons, e.g., a bank official) with intent to deceive, and by that deception dishonestly inducing delivery of property or a harmful act, constitutes cheating by impersonation.

Step 1 — Identify the legal rule: The offence requires: (i) impersonation of another person or class of persons; (ii) deception of the victim by means of the impersonation; (iii) the deception induces the victim to hand over property or do an act causing harm.

Step 2 — Apply to facts: Rajveer impersonated a bank officer (impersonation). The widow believed him and handed over her fixed deposit receipts and signed forms (deception inducing delivery). Rajveer then encashed the deposits (causing harm). All three elements are present.

Why other options are wrong:

- Option A: Incorrect — simple cheating does not require force; but the aggravated form here is cheating by impersonation, which is distinct and more specifically applicable.
- Option B: Incorrect — theft requires taking from possession without consent; here the widow voluntarily handed over the receipts, albeit under deception. The element of deception makes it cheating, not theft.
- Option C: Incorrect — forgery involves making a false document; Rajveer did not forge any document. He induced the widow to sign genuine forms by impersonation.

Final Answer: Rajveer is guilty of cheating by impersonation — he pretended to be a bank official and induced the widow to deliver the receipts. ⇒ D

Answer: (D) [Go Back to Q23](#)



Q24.

Solution

Concept — Criminal Trespass with Intent to Commit an Offence: The essence of criminal trespass is entry into another's property without permission with a criminal intent. The "offence" intended need not be a grave one; an intent to commit theft (even of flowers) suffices.

Step 1 — Identify the legal rule: Criminal trespass is constituted by: (i) entry into property in the possession of another; (ii) without permission; (iii) with intent to commit an offence therein. Theft of orchids is an offence under the Bharatiya Nyaya Sanhita regardless of their monetary value.

Step 2 — Apply to facts: Vinod entered Saroj's enclosed garden without permission (element i and ii). He entered with the specific intent of cutting and taking her orchids to sell them — i.e., with intent to commit theft (element iii). Criminal trespass is made out.

Why other options are wrong:

- Option B: Incorrect — the gravity of the intended offence is not a criterion; any offence intended at the time of entry satisfies the ingredient.
- Option C: Incorrect — violence is not an element of criminal trespass; the gist is entry with criminal intent.
- Option D: Incorrect — criminal trespass and theft are not mutually exclusive; a person can be charged with both for the same transaction.

Final Answer: Vinod is guilty of criminal trespass — he entered without permission with intent to steal orchids. ⇒ A

Answer: (A) [Go Back to Q24](#)

Q25.

Solution

Concept — Mutual Consent Divorce and the Cooling-Off Period: Section 13B HMA mandates a six-month cooling-off period before a decree of mutual consent divorce. Courts have the discretion to waive this in exceptional cases, but settlement of all disputes alone is not automatically exceptional.

Step 1 — Identify the legal rule: The Supreme Court in *Amardeep Singh v Harveen Kaur* (2017) held the six-month period is directory, not mandatory, and can be waived if the court is satisfied that there is no likelihood of reconciliation



and all issues are settled. However, the court exercises discretion; it is not obliged to waive merely because both parties want it.

Step 2 — Apply to facts: Anita and Rakesh applied only 30 days after filing. The court may exercise discretion to waive the period in exceptional circumstances, but an application filed after only 30 days with the sole argument of “we are already sure” is unlikely on its own to constitute an exceptional case compelling immediate grant. The court has discretion, not a duty, to waive.

Why other options are wrong:

- Option A: Incorrect — settlement of all disputes and mutual consent are prerequisites, not sufficient grounds by themselves for immediate grant; the court still exercises discretion.
- Option C: Incorrect — Section 13B requires one year of separation (not two) as a condition; in any event the couple have lived separately for two years, satisfying even a stricter condition.
- Option D: Incorrect — the maximum period before which the court must decide (if not earlier) is 18 months from filing; the court is not required to wait 18 months.

Final Answer: The court has discretion to waive the cooling-off period in exceptional circumstances but is not obliged to grant the decree immediately merely because disputes are settled. ⇒ B

Answer: (B) [Go Back to Q25](#)

Q26.

Solution

Concept — Child Welfare as Paramount Consideration in Custody: Courts deciding custody of a minor child are not bound by the technical provisions of personal law on guardianship. The welfare and best interests of the child override all other considerations.

Step 1 — Identify the legal rule: The Guardians and Wards Act and Section 26 of the HMA both direct that the welfare of the minor is the paramount consideration. Technical legal guardianship under personal law (e.g., the father being the natural guardian) yields to what genuinely serves the child’s welfare.

Step 2 — Apply to facts: Arjun has lived with Nandita for three years and is settled. He has expressed comfort with his mother. Independent inquiry confirms a stable, nurturing environment. Giving custody to Suresh based solely on personal



law's guardianship rule would uproot a settled child. Welfare clearly points to Nandita.

Why other options are wrong:

- Option A: Incorrect — natural guardianship under personal law does not automatically determine custody; welfare of the child is paramount.
- Option B: Incorrect — the sex of the child is not a determining factor in custody decisions; welfare is.
- Option D: Incorrect — equal sharing is not automatically ordered; custody arrangements are tailored to the child's welfare on the facts of each case.

Final Answer: Custody should be given to Nandita as the child's welfare and settled circumstances point clearly to her. $\Rightarrow$ C

Answer: (C) [Go Back to Q26](#)

Q27.

Solution

Concept — Void and Voidable Hindu Marriages: Under the HMA, bigamous marriages (Section 11) are void ab initio. Marriages in violation of prohibited degrees (Section 12) are voidable, remaining valid until a court annuls them.

Step 1 — Identify the legal rule: Section 11: a marriage is void if either party has a living spouse at the time. No court order is required; the marriage is a nullity from inception. Section 12: certain conditions (prohibited degree, sapinda relationship, impotency, unsoundness of mind, fraud/force/misrepresentation) make a marriage voidable — it subsists until a decree of nullity is passed.

Step 2 — Apply to facts: Case I (Ramesh–Geeta): Shalini is alive and the marriage not dissolved — classic bigamy. This marriage is void ab initio under Section 11. Case II (Mohan–Priya): First cousins within prohibited degree — this falls under Section 12 conditions making the marriage voidable. It is currently valid and requires a court decree to annul.

Why other options are wrong:

- Option A: Incorrect — Case II is voidable, not void; it needs a court decree to be set aside.
- Option B: Incorrect — Case I (bigamy) is void ab initio, not voidable; no decree is needed to treat it as a nullity.
- Option C: Incorrect — this reverses the correct classification; bigamy is void



(not voidable) and prohibited degree is voidable (not void).

Final Answer: Case I (bigamy) is void ab initio; Case II (prohibited degree) is voidable and subsists until annulled. ⇒ D

Answer: (D) [Go Back to Q27](#)

Q28.

Solution

Concept — *Nemo tenetur seipsum accusare* (Right Against Self-Incrimination): No person can be compelled to be a witness against himself in criminal proceedings. This maxim is embodied in Article 20(3) of the Constitution and the right is absolute in the context of testimonial compulsion.

Step 1 — Identify the legal rule: The accused has a constitutional right to remain silent. His silence cannot be used as evidence of guilt. Any direction compelling the accused to narrate facts that may incriminate him violates this right.

Step 2 — Apply to facts: The prosecution seeks to compel Hemant to narrate his movements, warning that silence will be treated as evidence of guilt. Both the compulsion to testify and the adverse inference from silence violate *nemo tenetur seipsum accusare*. Counsel's objection must be upheld.

Why other options are wrong:

- Option B: Incorrect — the prosecution has no right to compel the accused to testify; the accused is not a compellable witness against himself.
- Option C: Incorrect — the protection applies to oral testimony as well as documents; there is no restriction to documentary evidence.
- Option D: Incorrect — treating silence as evidence of guilt is precisely the inference the maxim forbids; the burden of proof lies entirely on the prosecution.

Final Answer: Hemant cannot be compelled to testify; his silence cannot be used against him. The objection must be upheld. ⇒ A

Answer: (A) [Go Back to Q28](#)



Q29.

Solution**Concept — *Ex dolo malo non oritur actio* (No Action from One's Own Fraud):**

A party who has obtained a contractual right through its own fraud cannot invoke the court's jurisdiction to enforce that right. The court will not assist a wrongdoer to benefit from his own deceit.

Step 1 — Identify the legal rule: The maxim prevents a person whose claim is founded on, or who has obtained a benefit through, his own fraudulent or illegal conduct from being granted relief by a court of law.

Step 2 — Apply to facts: Kalyanpur Finance concealed the interest-escalation clause and made false oral assurances to induce Tejpal to sign. The loan agreement itself was obtained through fraud. Kalyanpur Finance cannot now invoke that fraudulently obtained agreement to enforce the inflated interest rate. The maxim squarely bars its claim.

Why other options are wrong:

- Option A: Incorrect — a signed document obtained through fraud is voidable; the principle that a signed document binds does not assist a party that secured the signature by deception.
- Option C: Incorrect — a person misled by fraud cannot be held to have assumed the risk of that fraud by signing; the duty not to deceive lies on the other party.
- Option D: Incorrect — Tejpal's default on the fraudulently escalated installments is not an independent ground; the root of the claim is the fraudulently procured agreement, which the court will not enforce.

Final Answer: Kalyanpur Finance cannot enforce the fraudulently obtained agreement; *ex dolo malo non oritur actio* bars its claim. ⇒ **B**

Answer: (B) [Go Back to Q29](#)



Q30.

Solution

Concept — *In dubio pro reo* (Doubt Resolved in Favour of the Accused): In criminal proceedings, if reasonable doubt remains after evaluation of all evidence, the court must acquit the accused. The prosecution bears the burden of proving guilt beyond reasonable doubt throughout the trial.

Step 1 — Identify the legal rule: The maxim *in dubio pro reo* is the practical expression of the presumption of innocence. Where judges themselves disagree on whether the evidence is sufficient, reasonable doubt self-evidently exists and the accused must be acquitted.

Step 2 — Apply to facts: The sole eyewitness is found unreliable (contradicted by forensic evidence). Two judges are divided on whether the remaining circumstantial evidence alone is sufficient. The existence of the division itself demonstrates reasonable doubt. The presiding judge correctly resolved the doubt in favour of the accused.

Why other options are wrong:

- Option A: Incorrect — while circumstantial evidence can sustain a conviction, it must be of such a quality as to exclude every reasonable hypothesis other than guilt; here there is explicit judicial doubt.
- Option B: Incorrect — a prosecution witness is not automatically believed; the court must assess credibility, and a witness contradicted by forensic evidence may rightly be disbelieved.
- Option D: Incorrect — the presumption of innocence operates in favour of the accused; societal interest in conviction does not alter the burden of proof.

Final Answer: The presiding judge correctly applied *in dubio pro reo*; where reasonable doubt exists the accused must be acquitted. ⇒

Answer: (C) [Go Back to Q30](#)



Q31.

Solution

Concept — Adverse Possession: Open, continuous, hostile and exclusive possession of land for the prescribed limitation period extinguishes the true owner's right and perfects the possessor's title. Government land is not exempt from adverse possession claims.

Step 1 — Identify the legal rule: Under the Limitation Act, 1963, for adverse possession against the government the period is 30 years (Article 112). However, the principle applies: once the limitation period lapses, the government's right to recover possession is extinguished. Courts have held that government land is not immune.

Step 2 — Apply to facts: Chandra occupied and cultivated the land openly for over 15 years (and the question indicates the full limitation period has run, which for non-government land is 12 years under Article 65, and the scenario says "over 15 years"). The Revenue Department knew of the occupation but took no steps. The boundary wall and local tax payment evidence open, exclusive possession.

Why other options are wrong:

- Option A: Incorrect — agricultural cultivation is a classic form of adverse possession; it constitutes actual, open and continuous use of the land.
- Option B: Incorrect — adverse possession creates title by operation of law without any formal grant.
- Option C: Incorrect — payment of local taxes is evidence of possession and animus but is not a substitute for formal title; adverse possession is itself the mode of acquiring title.

Final Answer: Chandra's adverse possession claim is valid; government land is not immune and the Revenue Department's right is extinguished. ⇒ **D**

Answer: (D) [Go Back to Q31](#)



Q32.

Solution

Concept — *Navtej Singh Johar v Union of India* (2018) — Decriminalisation of Consensual Same-Sex Conduct: The Supreme Court of India read down Section 377 IPC to the extent it criminalised consensual sexual conduct between adults in private, holding such criminalisation violated Articles 14, 15, 19 and 21 of the Constitution.

Step 1 — Identify the legal rule: After *Navtej Singh Johar*, consensual same-sex conduct between adults in private is no longer a criminal offence. Section 377 continues to apply to non-consensual acts and acts involving minors. An arrest on the basis of the decriminalised provision is illegal.

Step 2 — Apply to facts: The two adults engaged in consensual conduct in a private residence. This falls precisely within the part of Section 377 that the Supreme Court read down. The police officer's arrest on that ground has no legal basis.

Why other options are wrong:

- Option B: Incorrect — while Section 377 was not struck down in its entirety (it still criminalises non-consensual and acts on minors), the specific provision applied here (consensual adult conduct in private) was read down and is no longer an offence.
- Option C: Incorrect — Supreme Court constitutional decisions bind everyone within the jurisdiction; they are not limited to the parties who petitioned in the case.
- Option D: Incorrect — a Supreme Court judgment interpreting the Constitution is law from the date of the judgment by virtue of Article 141; parliamentary amendment is not a prerequisite for the ruling to take effect.

Final Answer: The arrest is illegal; after *Navtej Singh Johar* consensual same-sex conduct between adults in private is decriminalised. ⇒ A

Answer: (A) [Go Back to Q32](#)



Answer Key

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

