MH CET LAW Legal Aptitude & Legal Reasoning

Sample Paper – 8

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:** The owner of livestock is strictly liable for damage caused when those animals stray onto a neighbour's land and cause harm. It is not necessary for the plaintiff to prove any fault or negligence on the part of the owner; the act of straying itself gives rise to liability.

FACTS: Govardhan owns ten buffaloes that he keeps on his farm on the outskirts of Pune. One morning, the fence separating Govardhan's property from that of his neighbour Lalita collapsed due to termite damage. The buffaloes wandered through the gap and trampled Lalita's entire crop of sugarcane, causing loss of Rs. 90,000. Govardhan argues that he did not know the fence would collapse and was therefore not negligent.

(A) Govardhan is not liable because the fence collapsed due to natural termite damage, making it an act of God.

(B) Govardhan is not liable since he had no prior knowledge of the fence's condition.

(C) Govardhan is strictly liable for the damage to Lalita's sugarcane crop caused by his straying buffaloes.

(D) Govardhan and Lalita must share liability equally because Lalita failed to maintain her side of the boundary.

Q2. PRINCIPLE: Where the negligent acts of two independent defendants, neither of which alone would have caused the harm, combine to produce a single indivisible injury to the plaintiff, both defendants are jointly and severally liable for the full extent of that harm.

FACTS: Contractor Mehta dug an unmarked trench across a footpath at night and left it without any barricade or warning lamp. Separately, the municipal authority had switched off all streetlights on the same road for the night without notifying residents. Priya, walking home after working late, fell into the trench and suffered a fractured ankle. Medical costs amounted to Rs. 1,20,000. Each party argues that, standing alone, its act would not have caused the accident.

(A) Only Contractor Mehta is liable because he created the physical hazard.

(B) Only the municipal authority is liable because darkness was the proximate cause of the fall.

(C) Neither party is liable since neither act, by itself, would have caused the injury.

(D) Both Contractor Mehta and the municipal authority are jointly and severally liable to Priya for the full loss.

Q3. PRINCIPLE: A school and its teachers stand *in loco parentis* (in the place of a parent) with respect to pupils during school hours and school-organised activities. They owe a duty of care to take reasonable precautions against foreseeable injury to those pupils.

FACTS: During a chemistry practical class at Sunrise Public School, teacher Mrs. Iyer left the laboratory unsupervised for twenty minutes to attend a phone call. While she was away, student Rajan, aged fourteen, accidentally knocked over an uncapped bottle of concentrated acid. The acid splashed onto classmate Sunita, burning her arm. The school argues that students of that age should be responsible for their own conduct.

(A) The school is liable because Mrs. Iyer breached the duty of care owed to pupils by leaving a chemistry laboratory unsupervised during a practical session.

(B) The school is not liable because Rajan's deliberate or careless act broke the chain of causation.

(C) The school is not liable because students aged fourteen are expected to exercise their own judgment.

(D) Only Rajan is liable; the school's duty ends once students begin practical work.

Q4. **PRINCIPLE:** A medical professional who performs a surgical or invasive procedure on a patient without obtaining that patient's informed consent commits the tort of battery. A beneficial outcome does not justify the absence of consent.

FACTS: Dr. Anand performed an appendectomy on Mr. Suresh after Suresh was brought unconscious to the hospital following a road accident. Once stabilised, Dr. Anand, without waiting for Suresh to regain consciousness or obtaining consent from his family, also removed a benign cyst from Suresh's abdomen, believing it would save Suresh a second operation. The removal was medically successful and caused no additional harm.

(A) Dr. Anand is not liable because he acted in Suresh's best medical interest.

(B) Dr. Anand is liable in battery for removing the cyst without Suresh's or his family's consent, regardless of the beneficial outcome.

(C) Dr. Anand is not liable because emergency conditions justify any additional procedure performed simultaneously.

(D) Dr. Anand is only liable if the cyst removal caused some physical harm to Suresh.

Q5. **PRINCIPLE:** The fact that a plaintiff voluntarily moved to a location where a nuisance already existed does not deprive that plaintiff of the right to sue in private nuisance. "Coming to the nuisance" is not a defence available to the defendant.

FACTS: Shrikant has operated a noisy stone-crushing unit on the outskirts of a village for five years. Two years ago, Dr. Meera purchased a plot adjacent to the unit, constructed a house and clinic, and moved in. The constant noise and dust from the crusher substantially interfere with her clinic. Shrikant argues that Meera knowingly chose to live next to his pre-existing unit and therefore has no right to complain.

(A) Dr. Meera cannot sue because she voluntarily moved near the existing unit with full knowledge of the nuisance.

(B) Dr. Meera and Shrikant share equal blame; courts will not assist either party.

(C) Dr. Meera has a valid claim in private nuisance; coming to the nuisance is not a defence that extinguishes her right to sue.

(D) Shrikant is protected because he has been operating for more than three years without a complaint.

Q6. **PRINCIPLE:** A person who, for non-natural purposes, accumulates on his land a thing likely to do mischief if it escapes must keep it at his peril. If it escapes and causes damage, he is liable even without negligence. Storage of large quantities of hazardous substances in a densely residential area constitutes non-natural use of land.

FACTS: Chemex Industries stores 50,000 litres of industrial sulphuric acid in underground tanks on its plot in the middle of a residential suburb in Nagpur. A hairline crack developed in one tank, causing acid to seep into the groundwater. Several households whose bore-wells drew from that groundwater suffered serious damage to their plumbing and their health. Chemex argues that it took all technically available precautions.

(A) Chemex is not liable because it took all technically available precautions against leakage.

(B) Chemex is not liable because the crack was caused by natural ground movement beyond its control.

(C) Chemex is not liable because storage of acid is a lawful industrial activity permitted by statute.

(D) Chemex is strictly liable because storing large quantities of sulphuric acid in a residential suburb constitutes non-natural use of land, and the acid escaped causing harm.

Q7. **PRINCIPLE:** A tortfeasor must take the victim as he finds him. Where the plaintiff suffers greater harm than an ordinarily healthy person would have suffered because of a pre-existing physical or psychological condition, the defendant is nevertheless liable for the full extent of the harm actually suffered.

FACTS: Dinesh, while reversing his car carelessly in a parking lot, lightly struck pedestrian Kamala on her shoulder. For an average person, such a minor impact would have caused only a bruise. Unknown to Dinesh, Kamala suffered from severe osteoporosis, and the impact caused her collarbone to shatter, requiring surgery costing Rs. 2,40,000. Dinesh contends he should only be liable for the cost of treating an ordinary bruise.

(A) Dinesh is liable for the full cost of Kamala's surgery because he must take the victim as he finds her, including her pre-existing condition.

(B) Dinesh is liable only for the cost of treating an ordinary bruise, since greater damage was not foreseeable.

(C) Dinesh is not liable at all because Kamala's pre-existing condition was the dominant cause of the fracture.

(D) Dinesh and Kamala share liability equally because she failed to disclose her condition to Dinesh.

Q8. **PRINCIPLE:** The tort of deceit (fraudulent misrepresentation) is committed when a person makes a false statement of fact knowingly, or without belief in its truth, or recklessly as to whether it is true or false, with the intention that the other party should act upon it, and that party suffers loss as a result.

FACTS: Vikrant sold his second-hand car to Preeti, deliberately telling her that the car had covered only 30,000 km and had never been in an accident. In fact, the odometer had been tampered with and the car had covered 1,20,000 km, and had been written off in two accidents. Relying on Vikrant's representations, Preeti paid Rs. 4,50,000 for the car. She discovered the truth a month later after the car broke down.

(A) Preeti has no remedy because she failed to inspect the car before purchase.

(B) Preeti may rescind the contract and claim damages for loss caused by Vikrant's fraudulent misrepresentation.

(C) Vikrant is liable only for the difference in market value, not for rescission of the contract.

(D) Preeti has no remedy in tort; her claim must be limited to a contractual remedy for breach of warranty.

Q9. PRINCIPLE: A parent is not vicariously liable for the torts of a child merely by reason of parentage. However, a parent is independently liable in negligence where the parent's own failure to exercise reasonable supervision over a child creates a foreseeable risk of harm to third parties, and that risk materialises.

FACTS: Nine-year-old Arjun repeatedly played unsupervised with a powerful catapult in a public park. His father Hemant was aware of this habit but took no steps to stop it. One afternoon, Arjun fired the catapult and struck a bystander, Roshni, in the eye, seriously injuring her. Roshni sues Hemant.

(A) Roshni's claim fails because parents are never liable for independent acts of their children.

(B) Roshni's claim fails because Arjun, not Hemant, caused the injury.

(C) Hemant is liable in negligence for failing to exercise reasonable supervision over Arjun, thereby creating a foreseeable risk of harm to others.

(D) Hemant is vicariously liable as Arjun's parent, without need to establish any independent fault.

Q10. **PRINCIPLE:** Only a party to a contract can sue to enforce rights arising under it. A third party, even one for whose benefit the contract was expressly made, cannot maintain an action to enforce the contract unless an exception recognised by law applies.

FACTS: Raghav and his employer, Sunrise Logistics, enter into a contract under which Sunrise promises to pay Rs. 5,00,000 to Raghav's daughter Nisha directly upon Raghav's retirement. Raghav retires, but Sunrise refuses to pay Nisha. Nisha sues Sunrise to enforce the payment.

(A) Nisha can sue because the contract was expressly made for her benefit.

(B) Nisha can sue because she is the direct beneficiary and Raghav has retired.

(C) Nisha can sue because she is Raghav's family member and therefore a deemed party to the contract.

(D) Nisha cannot sue Sunrise because she is not a party to the contract between Raghav and Sunrise.

Q11. **PRINCIPLE:** Where two parties deal with each other face to face, the law presumes that the seller intends to contract with the person physically present before him, regardless of the identity that person claims. A unilateral mistake as to the identity of such a person does not render the contract void; the contract remains voidable at most.

FACTS: Sanjeev visited Anita's art gallery in person, introduced himself as a well-known collector "Ratan Kapoor" and offered to buy a painting for Rs. 3,00,000, asking to pay by cheque the next day. Anita, believing him, handed over the painting. The cheque bounced; Sanjeev had used a false name. Meanwhile, Sanjeev sold the painting to an innocent third-party buyer, Farida, for Rs. 2,50,000.

(A) The contract between Anita and Sanjeev is not void for mistake; it was at most voidable. Since it was not avoided before Farida bought the painting in good faith, Farida gets good title.

(B) The contract is void because Anita intended to deal only with the real Ratan Kapoor, so Sanjeev never acquired title and Farida gets none.

(C) Farida is liable to return the painting regardless of her good faith, because stolen goods cannot pass title.

(D) Anita's only remedy is against Farida since Sanjeev has disappeared.

Q12. **PRINCIPLE:** Contracts of insurance are contracts of utmost good faith (*uberrimae fidei*). The proposer must voluntarily disclose all facts material to the risk, whether or not the insurer asks about them. Failure to disclose a material fact entitles the insurer to avoid the policy.

FACTS: Chandrika applied for a life insurance policy. The proposal form asked about her current health and any hospitalisation in the last five years. Chandrika disclosed a recent diabetes diagnosis but did not mention that she had been hospitalised two years earlier for a cardiac procedure, reasoning that the form did not specifically ask about heart conditions. Chandrika died of cardiac failure six months later. The insurer seeks to avoid the policy.

(A) The insurer must pay because Chandrika answered all questions on the form accurately.

(B) The insurer may avoid the policy because Chandrika failed to disclose a material fact (the cardiac procedure) that she was obliged to reveal under the duty of utmost good faith.

(C) The insurer must pay because the cardiac condition was not the same as the diabetes she disclosed.

(D) The insurer may only reduce the payout proportionately, not avoid the policy entirely.

Q13. **PRINCIPLE:** A contract with a minor is void. However, where a person supplies necessaries (goods or services appropriate to the minor's condition in life) to a minor, that person is entitled to be reimbursed from the minor's estate on principles of quasi-contract. This is not an enforcement of the void contract but a claim in restitution.

FACTS: Seventeen-year-old Kabir, studying in a boarding school, fell seriously ill. Pharmacist Nilesh supplied essential medicines worth Rs. 8,000 to Kabir over two months, unaware that Kabir was a minor. Kabir's parents refused to pay, arguing that the contract with Kabir was void.

(A) Nilesh cannot recover anything because the contract with a minor is completely void and of no legal effect.

(B) Nilesh can recover only if he can prove he knew Kabir was a minor when supplying the medicines.

(C) Nilesh is entitled to be reimbursed from Kabir's estate for the value of the necessaries supplied, on the basis of quasi-contract.

(D) The parents are contractually liable because they are responsible for their minor child's debts.

Q14. **PRINCIPLE:** A person who is not a party to a contract cannot sue upon it. The benefit of a contract does not give a third party a right of action, even if the contracting parties clearly intended the contract to benefit that third party.

FACTS: Jyoti takes out a home insurance policy with SafeGuard Insurers. She expressly names her son Kiran as the person to receive the insurance payout in the event of a claim. A fire damages Jyoti's house. Jyoti subsequently dies before making a claim. Kiran, claiming to be the named beneficiary, sues SafeGuard directly for the insurance payout.

(A) Kiran can sue because he is the named beneficiary in the policy.

(B) Kiran can sue because he is Jyoti's son and her natural legal heir.

(C) Kiran can sue because the contract was made for his express benefit.

(D) Kiran cannot sue SafeGuard directly because he is not a party to the insurance contract; only Jyoti's estate could enforce the policy.

Q15. PRINCIPLE: A valid and unconditional tender (offer) of performance by the debtor that is wrongfully refused by the creditor discharges the debtor from liability to perform and from any liability for subsequent damages arising from non-performance. The debtor remains liable only for demonstrating that the tender was genuine.

FACTS: Mohan owed Suresh Rs. 50,000 payable on 1 March. On 1 March, Mohan went to Suresh's house with the exact amount in cash and offered to pay. Suresh refused to accept the money, saying he had changed his mind about the debt. Suresh later sued Mohan for the Rs. 50,000 plus interest for delay.

(A) Mohan's valid tender of the full amount, wrongfully refused by Suresh, discharged Mohan from further liability; Suresh cannot claim interest for delay caused by his own refusal.

(B) Mohan remains fully liable because the debt obligation continues until it is actually paid and accepted.

(C) Mohan is not liable for the principal but must pay interest because the debt was not extinguished.

(D) Suresh can refuse tender and sue for the amount plus damages because payment must be made in a manner convenient to the creditor.

Q16. PRINCIPLE: Article 20(3) of the Constitution of India provides that no person accused of any offence shall be compelled to be a witness against himself. This protection extends to oral testimony as well as the compelled production of incriminating documents already in the accused's possession.

FACTS: Devendra is accused of financial fraud. During the investigation, the police officer orders Devendra to hand over a diary maintained by him that allegedly records all fraudulent transactions, and to orally explain each entry. Devendra refuses, citing his fundamental right. The police officer insists that refusing to cooperate is obstructing justice.

(A) Devendra must comply because Article 20(3) applies only at the stage of a court trial, not during police investigation.

(B) Devendra is entitled to refuse because compelling him to hand over an incriminating diary and explain its contents forces him to be a witness against himself, violating Article 20(3).

(C) Devendra must hand over the diary but cannot be compelled to explain the entries orally.

(D) Article 20(3) applies only to verbal testimony; documentary evidence is not protected.

Q17. **PRINCIPLE:** Part IX of the Constitution (inserted by the 73rd Amendment Act, 1992) mandates that seats in every Panchayat shall be reserved for Scheduled Castes and Scheduled Tribes in proportion to their population. Not less than one-third of the total seats in every Panchayat shall be reserved for women, including among those reserved for SC/ST.

FACTS: The State of Vidarbha issues a Panchayat notification reserving 25% of total seats for women and providing no reservation for Scheduled Tribes despite STs comprising 22% of the Panchayat constituency's population. A tribal women's association challenges the notification.

(A) The notification is valid because reserving 25% for women satisfies constitutional requirements.

(B) The notification is valid because the state legislature has discretion to decide the percentage of reservation.

(C) The notification is unconstitutional because it provides less than one-third reservation for women and fails to reserve seats for Scheduled Tribes proportional to their population, as mandated by Part IX.

(D) The notification is valid because ST reservation applies only to legislative assemblies, not Panchayats.

Q18. **PRINCIPLE:** Under Article 124 of the Constitution, Judges of the Supreme Court are appointed by the President after consultation with such Judges of the Supreme Court as the President may deem necessary. A Judge of the Supreme Court may be removed only by an order of the President passed after an address by each House of Parliament, supported by a majority of the total membership and two-thirds of members present and voting, on grounds of proved misbehaviour or incapacity.

FACTS: The Parliament passed a resolution, by a simple majority in both Houses, requesting the President to remove a sitting Supreme Court Judge who had made controversial public statements. The President referred the matter to the Cabinet for advice. The Judge argues that the procedure for removal was not followed.

(A) The removal is valid because the President acts on the advice of the Cabinet, which represents the will of Parliament.

(B) The removal is valid because both Houses passed the resolution and the President has discretion to act on it.

(C) The removal is valid if the Judge's conduct constitutes "proved misbehaviour" within the meaning of Article 124.

(D) The removal is invalid because removal requires an address passed by a special majority (majority of total membership and two-thirds of members present and voting) in each House, not a simple majority.

Q19. **PRINCIPLE:** Article 110 of the Constitution defines a Money Bill as a bill that deals exclusively with matters such as the imposition, abolition, or alteration of any tax; the appropriation of money from the Consolidated Fund of India; or the custody of the Consolidated Fund. The Rajya Sabha cannot amend or reject a Money Bill; it may only make recommendations, which the Lok Sabha may accept or reject.

FACTS: The government introduced a bill in the Lok Sabha that solely imposed a new surcharge on corporate income tax. The Speaker certified it as a Money Bill. The Rajya Sabha passed it with several amendments, including a provision reducing the rate of surcharge. The Lok Sabha rejected all amendments and declared the bill passed as originally introduced.

(A) The Lok Sabha acted correctly; as a Money Bill, the Rajya Sabha's role is only recommendatory and its amendments need not be accepted.

(B) The Lok Sabha acted incorrectly; it must accept at least some of the Rajya Sabha's amendments under constitutional convention.

(C) The bill should have been introduced in the Rajya Sabha first, as it affects taxation.

(D) The Rajya Sabha has equal powers over Money Bills because taxation affects all states.

Q20. **PRINCIPLE:** Under Article 123, the President may promulgate an Ordinance when both Houses of Parliament are not in session and the President is satisfied that circumstances exist requiring immediate action. An Ordinance lapses six weeks after Parliament reassembles unless both Houses pass a resolution approving it.

FACTS: Parliament was in recess. The President promulgated an Ordinance on 15 January amending the banking regulation framework to address an emerging financial crisis. Parliament reassembled on 1 March. No bill to replace the Ordinance was introduced. On 12 April, a bank challenged the Ordinance, arguing it had ceased to have effect.

(A) The Ordinance is still valid because the President can extend its life by re-promulgating it.

(B) The bank is correct; the Ordinance lapsed six weeks after Parliament reassembled on 1 March, which would be around 12 April, and since it was not approved, it ceased to have effect.

(C) The Ordinance remains valid until the President formally revokes it.

(D) The Ordinance is valid for six months from the date of promulgation regardless of when Parliament reassembles.

Q21. **PRINCIPLE:** Lurking house-trespass by night is an aggravated form of criminal trespass. It is committed when a person enters or remains in a building used as a human dwelling, a place for worship, or a place for the custody of property, after sunset and before sunrise, having concealed himself so as to escape notice, and intends to commit an offence therein.

FACTS: At 2 a.m., Rakesh silently entered a residential bungalow through an unlocked back window, concealing himself against the outer wall until the security guard's back was turned. Once inside, he hid under a bed for thirty minutes, waiting to steal jewellery from the bedroom cupboard. He was caught before he could touch any property.

(A) Rakesh has not committed any offence because he did not actually steal anything.

(B) Rakesh is guilty of ordinary trespass only, as no property was taken.

(C) Rakesh is guilty of lurking house-trespass by night because he entered a human dwelling after sunset by concealing himself with the intent to commit theft therein.

(D) Rakesh is guilty of attempted theft only; the element of trespass is absorbed into the attempt.

Q22. **PRINCIPLE:** Waging war against the Government of India, or attempting to wage such war, or abetting the waging of such war, is among the most serious offences in criminal law, punishable with death or imprisonment for life. The offence is complete when acts of violence are committed with the intention of overawing the government by criminal force.

FACTS: A militant group led by Surendra launched coordinated armed attacks on three army cantonments simultaneously, with a declared objective of overthrowing the elected government and establishing a parallel administration. Surendra personally commanded the operations from a remote location, issuing real-time instructions over an encrypted network, but did not himself fire any weapon.

(A) Surendra is not liable because he did not personally fire any weapon.

(B) Surendra is liable only for conspiracy, not for waging war, because the attacks were conducted by others.

(C) Surendra is not liable because his actions were taken from a remote location outside the attack sites.

(D) Surendra is guilty of waging war against the Government of India because commanding coordinated armed attacks on military installations with the intent to overthrow the government constitutes waging war, irrespective of whether he personally fired a weapon.

Q23. PRINCIPLE: Recent and unexplained possession of stolen goods raises a presumption that the possessor knew the goods were stolen. This presumption shifts the burden to the accused to explain how they came into possession. If the accused cannot provide a satisfactory explanation, the presumption stands.

FACTS: Three days after Nalini's house was burgled and gold ornaments worth Rs. 3,00,000 were stolen, police found all the stolen ornaments in Bhola's home during a routine check. Bhola claimed the ornaments had been given to him by a friend for safekeeping but could not name the friend or produce any evidence of this arrangement.

(A) Bhola's unexplained recent possession of the stolen ornaments raises a presumption that he knew they were stolen; since he cannot provide a satisfactory explanation, the presumption stands against him.

(B) Bhola is not guilty because the prosecution has not proved beyond reasonable doubt that he stole the ornaments himself.

(C) Bhola is not guilty because possession alone is never enough to establish criminal liability.

(D) Bhola is fully exonerated because his house was searched without a warrant.

Q24. PRINCIPLE: Bigamy is the offence of marrying a second spouse while a valid first marriage subsists and has not been dissolved by law. The consent of the second spouse to the marriage, even with full knowledge of the existing marriage, does not constitute a defence to the charge of bigamy.

FACTS: Sudhir is lawfully married to Kamini. He tells his girlfriend Tara about his existing marriage, and Tara, fully aware of the situation, agrees to marry him. They go through a valid marriage ceremony. Sudhir argues that Tara's informed consent makes the second marriage lawful.

(A) Sudhir is not guilty because Tara gave informed and voluntary consent to the marriage.

(B) Sudhir is guilty of bigamy; the consent of the second spouse is not a defence when the first marriage remains undissolved.

(C) Sudhir is not guilty because bigamy laws do not apply when the first wife is alive and aware of the second marriage.

(D) Sudhir is not guilty because the second marriage ceremony was conducted with all legal formalities.

Q25. **PRINCIPLE:** The Protection of Children from Sexual Offences Act, 2012 (POCSO) defines a "child" as any person below the age of eighteen years. Any sexual act with a child is an offence under POCSO irrespective of the child's consent. The Act establishes Special Courts for speedy trial and mandates reporting of offences by any person with knowledge of them.

FACTS: Seventeen-year-old Preethi voluntarily entered into a relationship with twenty-five-year-old Aadil. Aadil argues that Preethi consented to the relationship and even encouraged it. The school principal became aware of the relationship and did not report it, believing that mutual consent between the two made the situation a private matter.

(A) Aadil has committed no offence because Preethi voluntarily entered the relationship and gave her consent.

(B) Only the school principal is liable; Aadil is protected by Preethi's consent.

(C) Aadil has committed an offence under POCSO because Preethi is below eighteen; the school principal has also violated the mandatory reporting obligation. Preethi's consent is irrelevant.

(D) POCSO applies only to offences committed by strangers; persons in a relationship are exempt.

Q26. **PRINCIPLE:** The Maintenance and Welfare of Parents and Senior Citizens Act, 2007 obliges children and grandchildren who are not minors to maintain their parents and grandparents if those parents or grandparents are unable to maintain themselves. A Maintenance Tribunal constituted under the Act may order children to pay a monthly maintenance allowance. Failure to comply with such an order is punishable with imprisonment.

FACTS: Seventy-eight-year-old widow Savitri has three adult children — Arun, Beena, and Chetan. All three refuse to support her, claiming she had been unkind to them in the past. Savitri files an application before the Maintenance Tribunal. Her children argue that personal grievances against a parent justify withholding maintenance.

(A) The children are not liable because personal grievances against a parent are a valid defence under the Act.

(B) Only Arun, as the eldest son, is legally obliged to pay maintenance.

(C) The Tribunal has no jurisdiction because Savitri is below eighty years of age.

(D) The Tribunal may order Arun, Beena, and Chetan to pay monthly maintenance to Savitri; personal grievances against a parent are not a statutory defence under the Act.

Q27. **PRINCIPLE:** To be valid, a will must be in writing, signed or thumb-marked by the testator (or by some other person in the testator's presence and by his direction), and attested by at least two witnesses who have each witnessed the testator signing or acknowledging the will. A will that is not attested by at least two witnesses is void.

FACTS: Elderly Rameshwar wrote out his will in his own handwriting, clearly specifying the distribution of his property among his three children. He signed the document before only one witness — his trusted friend Dharampal. Rameshwar died the following month. His eldest child claims the will is valid.

(A) The will is void because it was attested by only one witness instead of the required minimum of two; Rameshwar's estate will devolve by intestate succession.

(B) The will is valid because Rameshwar wrote it entirely in his own handwriting, which constitutes a holographic will not requiring attestation.

(C) The will is valid because Dharampal is a credible and trustworthy witness.

(D) The will is voidable; the children can ratify it by consent.

Q28. **PRINCIPLE:** *Lex posterior derogat priori* — a later law on the same subject-matter overrides an earlier law to the extent of any inconsistency between them. When Parliament enacts a new statute that conflicts with an older statute, the newer statute prevails.

FACTS: The Industrial Employment (Standing Orders) Act, 1946 prohibited certain categories of contract labour in scheduled industries. Parliament subsequently enacted the Contract Labour (Regulation and Abolition) Act, 1970, which contained provisions on the same subject but with a different scheme of regulation, partly inconsistent with the 1946 Act. An employer argues that the 1946 Act, being earlier, should prevail on the contested points.

(A) The 1946 Act prevails because it is a more specific statute dealing with industrial employment.

(B) The 1970 Act prevails over the 1946 Act to the extent of any inconsistency, as the later law on the same subject overrides the earlier law.

(C) Both Acts apply equally and the employer may choose whichever is more favourable.

(D) The conflict must be resolved by reference to which Act grants workers greater protection, not by chronological order.

Q29. **PRINCIPLE:** *Expressio unius est exclusio alterius* — the express mention of one or more things of a particular class implies the exclusion of all others of that class not mentioned. When a statute expressly lists the persons or things to which it applies, those not listed are excluded.

FACTS: A State Consumer Protection Regulation defines "eligible complainants" as "individual consumers, registered consumer associations, and the Central Government or a State Government." A private limited company whose goods were supplied defectively attempts to file a complaint under the Regulation, arguing that the list of eligible complainants should be read as illustrative, not exhaustive.

(A) The company is eligible because the list is illustrative and courts should interpret consumer protection laws broadly.

(B) The company is eligible because a company is ultimately owned by individual shareholders who are consumers.

(C) The company is not eligible; the express enumeration of eligible complainants excludes corporate entities not mentioned, applying the principle that express mention implies exclusion of others.

(D) The company is eligible if it can prove the defect caused loss to its employees who are individual consumers.

Q30. PRINCIPLE: *Contemporanea expositio est optima et fortissima in lege* — the contemporaneous exposition of a document is the best and strongest in law. The meaning attributed to a statute or document by those who enacted or made it at the time of its creation is the most reliable guide to its interpretation.

FACTS: A centuries-old land grant deed used the phrase "permanent settlement of revenue." A dispute arose as to whether "permanent" meant fixed in perpetuity or only for the grantee's lifetime. Historical records showed that the revenue officials of the time consistently treated such grants as fixed in perpetuity and assessed revenue accordingly for over a hundred years after the deed was executed.

(A) The court should apply the modern understanding of "permanent" in line with contemporary usage.

(B) "Permanent" should be interpreted in the grantee's favour as meaning "for the grantee's lifetime" because any ambiguity in a grant must be resolved in favour of the grantee.

(C) The phrase is too ambiguous to be given legal effect; the deed should be treated as void for uncertainty.

(D) The court should apply the contemporaneous exposition: since revenue officials consistently treated such grants as fixed in perpetuity at the time of creation, "permanent" means fixed in perpetuity.

Q31. **PRINCIPLE:** The doctrine of *lis pendens* (Section 52, Transfer of Property Act, 1882) provides that during the pendency of a suit in which any right to immoveable property is directly in question, no party to the suit may alienate or otherwise deal with the property so as to affect the rights of any other party to the suit. Any such transfer is not void but is subject to the result of the suit.

FACTS: Vijay filed a suit against his brother Dinesh claiming title over a plot of land. While the suit was pending, Dinesh sold the plot to Ramesh, a third party who paid fair market value and had notice of the pending suit. Vijay ultimately succeeded in the suit and was declared the true owner. Ramesh claims he should be protected because he paid full consideration.

(A) Vijay's title prevails over Ramesh's purchase; the transfer made during the pendency of the suit is subject to the outcome of the suit, and Ramesh cannot claim the property even though he paid full consideration.

(B) Ramesh's title is protected because he paid fair market value.

(C) Ramesh's title is protected because he was an independent third party with no role in the dispute.

(D) The sale to Ramesh is void and of no legal effect whatsoever; Ramesh has no recourse against Dinesh.

Q32. **PRINCIPLE:** The Supreme Court of India has held that the right to die with dignity is an intrinsic facet of the right to life and personal liberty under Article 21 of the Constitution. A competent adult may execute an advance directive ("living will") specifying that certain life-sustaining medical treatment shall not be administered if the person is in a terminal, irreversible condition with no reasonable hope of recovery.

FACTS: Seventy-year-old retired judge Malathi, while fully competent and healthy, executed a written advance directive witnessed by two doctors stating that she did not wish to be kept on artificial ventilation if she were to fall into a permanent vegetative state. She subsequently suffered a severe stroke and is now in a permanent vegetative state. Her family wishes to follow the advance directive, but the hospital administration refuses, fearing legal liability.

(A) The advance directive is invalid because a person cannot waive their right to medical treatment in advance.

(B) The advance directive is valid and binding; Malathi's right to die with dignity under Article 21 entitles her to have a lawful advance directive followed, subject to the procedural safeguards laid down by the Supreme Court.

(C) The advance directive is invalid because it was not made at the time of the medical emergency.

(D) The hospital's refusal is correct; only the next of kin, not the patient, can decide to withdraw life-sustaining treatment.

Detailed Solutions

Q1.

Solution

Concept — Cattle Trespass (Strict Liability): The common law tort of cattle trespass imposes strict liability on the owner of livestock that stray onto another's land and cause damage. The plaintiff need not prove negligence; the act of straying itself establishes liability.

Step 1 — Identify the legal rule: Owner of livestock is strictly liable for damage caused by straying animals, regardless of fault.

Step 2 — Apply to facts: Govardhan's buffaloes strayed through the collapsed fence onto Lalita's land and destroyed her sugarcane crop worth Rs. 90,000. Whether Govardhan knew of the fence's condition is irrelevant; strict liability applies.

Why other options are wrong:

- Option (A): Incorrect — Act of God requires a natural event of extraordinary magnitude (e.g., earthquake, flood); termite damage to a fence does not qualify.
- Option (B): Incorrect — Knowledge of the fence's condition is irrelevant under strict liability for cattle trespass.
- Option (D): Incorrect — There is no general rule requiring the neighbour to maintain a boundary; liability lies solely with the animal owner.

Final Answer: Govardhan is strictly liable for damage caused by his straying buffaloes. ⇒ $\boxed{\text{C}}$

Answer: (C) **Go Back to Q1**

Q2.

Solution

Concept — Multiple Concurrent Causes: Where two independent acts of negligence combine to produce an indivisible harm, both tortfeasors are jointly and severally liable for the full loss, even though neither act alone would have caused it.

Step 1 — Identify the legal rule: Both defendants are liable when their negligent acts, acting in concert, cause a single indivisible injury to the plaintiff.

Step 2 — Apply to facts: Contractor Mehta's unguarded trench and the municipal authority's unnotified streetlight outage each contributed indispensably to Priya's injury. Neither factor alone would have caused the fall, but together they produced the harm. Both are jointly and severally liable.

Why other options are wrong:

- Option (A): Incorrect — The darkness was equally necessary; dismissing the municipal authority ignores the concurrent cause analysis.
- Option (B): Incorrect — Similarly, the physical trench was necessary; blaming only the municipality is incomplete.
- Option (C): Incorrect — The principle expressly addresses this scenario: concurrent causation creates liability even where neither act alone suffices.

Final Answer: Both Contractor Mehta and the municipal authority are jointly and severally liable. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q2

Q3.

Solution

Concept — Duty of Care / In Loco Parentis: A school stands in the place of a parent during school hours and owes a duty of care to take reasonable precautions to protect pupils from foreseeable harm.

Step 1 — Identify the legal rule: The school and its teachers owe a duty of care to pupils; they must take reasonable precautions against foreseeable injury.

Step 2 — Apply to facts: Leaving a chemistry laboratory unsupervised during a practical session creates a foreseeable risk of accident involving hazardous materials. Mrs. Iyer breached this duty, and Sunita suffered harm as a direct consequence. The school is liable.

Why other options are wrong:

- Option (B): Incorrect — Rajan's accidental act does not necessarily break the chain; the very risk that materialised (students handling acid unsafely) was the one the duty of supervision was meant to prevent.
- Option (C): Incorrect — Age fourteen does not absolve the school of its supervisory duty during a hazardous practical session.
- Option (D): Incorrect — The school's duty is continuous throughout practical sessions; it does not end when students begin work.

Final Answer: The school is liable for breaching its duty of care by leaving the laboratory unsupervised. $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q3

Q4.

Solution

Concept — Battery / Informed Consent: Performing a medical procedure without the patient's informed consent constitutes battery. A beneficial outcome is irrelevant to the question of liability; the wrong lies in the non-consensual touching itself.

Step 1 — Identify the legal rule: Invasive procedures without consent = battery, regardless of the outcome.

Step 2 — Apply to facts: Dr. Anand removed the cyst without waiting for Suresh to regain consciousness or obtaining family consent. The principle expressly states a beneficial outcome does not justify absence of consent. Dr. Anand is liable in battery.

Why other options are wrong:

- Option (A): Incorrect — Acting in the patient's interest does not substitute for consent; this is precisely what the principle prohibits.
- Option (C): Incorrect — Emergency conditions may justify the appendectomy (immediate threat to life), but the cyst removal was an additional elective procedure, not an emergency.
- Option (D): Incorrect — Battery is complete upon non-consensual touching; physical harm is not a required element.

Final Answer: Dr. Anand is liable in battery for performing the cyst removal without consent. $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q4

Q5.

Solution

Concept — Coming to the Nuisance: The principle clearly states that voluntarily moving near an existing nuisance does not deprive the plaintiff of the right to sue in private nuisance. "Coming to the nuisance" is not a defence.

Step 1 — Identify the legal rule: Coming to the nuisance is not a defence; the plaintiff retains her right to sue.

Step 2 — Apply to facts: Dr. Meera purchased and built after Shrikant's unit was established, but the principle expressly negates the defence Shrikant relies upon. Her right to quiet enjoyment of her property is enforceable.

Why other options are wrong:

- Option (A): Incorrect — Directly contradicts the stated principle that coming to the nuisance is not a defence.
- Option (B): Incorrect — The principle does not require equal blame; Shrikant is causing the nuisance.
- Option (D): Incorrect — There is no rule conferring immunity after three years of unchallenged operation; prescription requires much longer periods and specific conditions.

Final Answer: Dr. Meera has a valid claim; coming to the nuisance is not a defence. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q5

Q6.

Solution

Concept — Rylands v Fletcher / Non-Natural Use of Land: Storing a dangerous thing on land for non-natural purposes creates strict liability if it escapes and causes harm. The principle explicitly identifies storing large quantities of hazardous substances in a residential area as non-natural use.

Step 1 — Identify the legal rule: Non-natural use + escape + damage = strict liability, regardless of precautions taken.

Step 2 — Apply to facts: Chemex stored 50,000 litres of sulphuric acid in a residential suburb (non-natural use). The acid escaped through the cracked tank and damaged neighbouring households. The principle renders precautions irrelevant to liability.

Why other options are wrong:

- Option (A): Incorrect — Taking precautions is irrelevant under strict liability as stated in the principle.
- Option (B): Incorrect — Natural ground movement does not constitute a recognised exception (act of God) sufficient to exclude liability here; the principle does not carve out such an exception on these facts.
- Option (C): Incorrect — Statutory permission to store acid does not transform it into a natural use of land within a residential area.

Final Answer: Chemex is strictly liable under the non-natural use rule. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q6

Q7.

Solution

Concept — Thin Skull (Egg-Shell Skull) Rule: A tortfeasor must take the victim as he finds her, including any pre-existing condition that makes the victim more susceptible to injury. The defendant is liable for the full extent of the harm actually suffered, not merely the harm an ordinary person would have suffered.

Step 1 — Identify the legal rule: Defendant must take victim as found; pre-existing conditions do not limit liability to what an ordinary person would suffer.

Step 2 — Apply to facts: Dinesh was negligent in reversing his car and struck Kamala. Because of Kamala's pre-existing osteoporosis, a minor impact caused a fracture requiring Rs. 2,40,000 in treatment. The principle requires Dinesh to bear this full cost.

Why other options are wrong:

- Option (B): Incorrect — Foreseeability of the specific extent of harm is not required once negligence is established; the thin skull rule extends liability to the full actual harm.
- Option (C): Incorrect — The osteoporosis was a pre-existing condition, not an intervening act; Dinesh's negligence remains a cause of the harm.
- Option (D): Incorrect — There is no duty on a pedestrian to disclose medical conditions to passing motorists; Kamala was not contributorily negligent.

Final Answer: Dinesh is liable for the full surgery cost under the thin skull rule. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q7

Q8.

Solution

Concept — Tort of Deceit (Fraudulent Misrepresentation): The tort of deceit requires: (i) a false statement of fact, (ii) made knowingly or recklessly, (iii) with intent to induce action, (iv) reliance by the claimant, and (v) resulting loss. The claimant may rescind the contract and claim damages.

Step 1 — Identify the legal rule: Deliberate false statement of fact, inducing contract, causing loss = tort of deceit; claimant may rescind and claim damages.

Step 2 — Apply to facts: Vikrant deliberately lied about the mileage and accident history. Preeti relied on these lies and paid Rs. 4,50,000. All elements of deceit are satisfied. Preeti may rescind and claim damages.

Why other options are wrong:

- Option (A): Incorrect — A buyer is generally entitled to rely on the seller's representations; fraud by the seller does not shift fault to the buyer for not independently verifying.
- Option (C): Incorrect — Deceit gives rise to rescission and full damages, not merely a difference-in-value calculation.
- Option (D): Incorrect — Deceit is a tort as well as a contractual matter; the remedies are concurrent and Preeti may elect her preferred cause of action.

Final Answer: Preeti may rescind the contract and claim damages for Vikrant's fraudulent misrepresentation. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q8

Q9.

Solution

Concept — Parental Liability for Negligent Supervision: Parents are not automatically vicariously liable for their children's torts. However, where a parent's own failure to supervise creates a foreseeable risk of harm to third parties, and that risk materialises, the parent is independently liable in negligence.

Step 1 — Identify the legal rule: Parent is independently liable for own negligence in supervision, not vicariously liable for child's acts.

Step 2 — Apply to facts: Hemant knew Arjun repeatedly played with a powerful catapult and took no steps to stop this dangerous habit. This was a foreseeable risk of harm to bystanders. Hemant's failure to supervise is his independent negligence, for which he is liable when Roshni was injured.

Why other options are wrong:

- Option (A): Incorrect — While parents are not automatically liable, the principle establishes liability where they are independently negligent in supervision.
- Option (B): Incorrect — The claim is based on Hemant's own failure to supervise, not on Arjun's act per se.
- Option (D): Incorrect — The principle expressly states this is not vicarious liability but independent liability for Hemant's own negligence.

Final Answer: Hemant is independently liable in negligence for failing to supervise Arjun. $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q9

Q10.

Solution

Concept — Privity of Contract: Only parties to a contract may sue to enforce it. A third party, even an intended beneficiary, cannot maintain an action unless a recognised exception applies. The principle states this clearly.

Step 1 — Identify the legal rule: Third party cannot sue to enforce a contract even if made for their benefit; no exception is mentioned in the principle.

Step 2 — Apply to facts: Nisha is not a party to the contract between Raghav and Sunrise. The contract was made for her benefit, but the principle says this is insufficient. She cannot sue Sunrise directly.

Why other options are wrong:

- Option (A): Incorrect — Being an express beneficiary is not sufficient under the privity rule as stated.
- Option (B): Incorrect — Raghav's retirement triggers the payment obligation but does not give Nisha standing to sue.
- Option (C): Incorrect — Family membership does not make one a deemed party to a contract.

Final Answer: Nisha cannot sue Sunrise because she is not a party to the contract. $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q10

Q11.

Solution

Concept — Unilateral Mistake as to Identity in Face-to-Face Dealings: When parties deal face to face, the law presumes the seller intends to contract with the physical person before him. The contract is therefore at most voidable (not void). Once a voidable contract is not avoided before an innocent third party acquires rights under it, the third party's title is protected.

Step 1 — Identify the legal rule: Face-to-face dealing: contract not void for unilateral mistake as to identity; at most voidable. Innocent third-party purchaser before avoidance takes good title.

Step 2 — Apply to facts: Anita dealt with Sanjeev in person. The contract was voidable (not void). Anita could not avoid it before Farida purchased the painting in good faith. Farida therefore takes good title.

Why other options are wrong:

- Option (B): Incorrect — The principle states the contract is not void; if it were void, Sanjeev would have acquired nothing, but the principle negates this conclusion in face-to-face dealings.
- Option (C): Incorrect — Farida is a bona fide purchaser for value; the painting was not literally "stolen" in the sense that breaks the chain of title under this principle.
- Option (D): Incorrect — Anita's remedy is first against Sanjeev (though he has disappeared); her remedy against Farida fails because Farida has good title.

Final Answer: The contract is not void; Farida acquires good title as a bona fide purchaser before avoidance. $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q11

Q12.

Solution

Concept — Uberrimae Fidei / Insurance Contracts: Insurance contracts require the proposer to disclose all material facts voluntarily. A fact is material if it would influence a prudent insurer's decision to accept the risk or fix the premium. Failure to disclose, even if the insurer did not ask, entitles the insurer to avoid the policy.

Step 1 — Identify the legal rule: Proposer must disclose all material facts; non-disclosure entitles insurer to avoid the policy.

Step 2 — Apply to facts: Chandrika's prior cardiac procedure was a material fact clearly relevant to the insurer's assessment of her life risk. She failed to disclose it, even though it fell within the hospitalisation question. The insurer may avoid the policy.

Why other options are wrong:

- Option (A): Incorrect — The duty of disclosure goes beyond answering questions accurately; it requires proactive disclosure of all material facts.
- Option (C): Incorrect — The two conditions (diabetes and cardiac history) are separate but both relevant; disclosing one does not excuse non-disclosure of the other.
- Option (D): Incorrect — The principle gives the insurer the right to avoid (not just reduce) upon non-disclosure of material facts.

Final Answer: The insurer may avoid the policy for Chandrika's failure to disclose the cardiac procedure. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q12

Q13.

Solution

Concept — Quasi-Contract / Necessaries Supplied to Minor: A minor's contract is void, but a supplier of necessaries to a minor may recover their value in quasi-contract (restitution) from the minor's estate. This is not enforcement of the void contract but an equitable claim.

Step 1 — Identify the legal rule: Supplier of necessaries to a minor recovers from the minor's estate in quasi-contract; the void contract is not enforced.

Step 2 — Apply to facts: Essential medicines for a seriously ill minor are clearly necessaries. Nilesh supplied them and is entitled to reimbursement from Kabir's estate even though the contract is void.

Why other options are wrong:

- Option (A): Incorrect — The quasi-contract remedy exists precisely because the ordinary contract is void; the principle provides recovery in this situation.
- Option (B): Incorrect — The supplier's knowledge of the minor's age is irrelevant to the quasi-contract claim; it is based on unjust enrichment, not on the contract.

- Option (D): Incorrect — The claim is against the minor's estate in quasi-contract, not a contractual claim against the parents personally.

Final Answer: Nilesh is entitled to reimbursement from Kabir's estate for necessaries supplied. ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q13

Q14.

Solution

Concept — Privity and Third-Party Benefit (Second Application): Consistent with the doctrine of privity, a named beneficiary under an insurance policy who is not a party to the contract cannot sue the insurer directly. Only the policyholder (or her estate) can enforce the contract.

Step 1 — Identify the legal rule: Third party cannot sue even if named as beneficiary; only the contracting party or her estate may enforce.

Step 2 — Apply to facts: Kiran is named in Jyoti's policy but is not a party to it. The principle does not recognise any exception for named beneficiaries. Kiran cannot sue SafeGuard directly; the claim must proceed through Jyoti's estate.

Why other options are wrong:

- Option (A): Incorrect — Being named as beneficiary does not confer party status under the privity rule as stated.
- Option (B): Incorrect — Being a legal heir entitles Kiran to succeed to Jyoti's estate claims, but the suit must be brought through the estate, not directly by Kiran in his personal capacity.
- Option (C): Incorrect — Express benefit is not sufficient to override the privity rule as stated in the principle.

Final Answer: Kiran cannot sue SafeGuard directly; only Jyoti's estate may enforce the policy. ⇒ $\boxed{\text{D}}$

Answer: (D) Go Back to Q14

Q15.

Solution

Concept — Valid Tender of Performance: A valid, unconditional tender of performance wrongfully refused by the creditor discharges the debtor from liability to perform and from liability for damages for subsequent non-performance. The debtor cannot be made to pay interest for a delay caused by the creditor's own wrongful refusal.

Step 1 — Identify the legal rule: Valid tender wrongfully refused discharges debtor's obligation; no interest runs from the date of refusal.

Step 2 — Apply to facts: Mohan tendered the exact amount (Rs. 50,000) on the due date (1 March). Suresh refused without legal justification. Mohan's obligation is discharged; Suresh cannot claim interest for the period after his wrongful refusal.

Why other options are wrong:

- Option (B): Incorrect — The principle expressly provides that valid tender followed by wrongful refusal discharges the debtor's obligation; the debt does not continue to accrue interest.
- Option (C): Incorrect — A valid tender discharges the full obligation, not just interest liability; Mohan need not pay the principal again.
- Option (D): Incorrect — The principle does not require payment to be made in whatever manner is convenient to the creditor; a valid tender at the agreed time and place suffices.

Final Answer: Mohan's valid tender discharged his obligation; Suresh cannot claim interest for delay caused by his own refusal. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q15

Q16.

Solution

Concept — Article 20(3) / Right Against Self-Incrimination: Article 20(3) of the Constitution protects an accused from being compelled to be a witness against himself. This covers both oral testimony and the compelled production of incriminating documents in the accused's possession.

Step 1 — Identify the legal rule: No accused shall be compelled to be a witness against himself; applies to compelled production of incriminating documents.

Step 2 — Apply to facts: Devendra is accused of fraud. Compelling him to hand over his own incriminating diary and orally explain its entries forces him to be a witness against himself. Both demands fall within Article 20(3).

Why other options are wrong:

- Option (A): Incorrect — The principle does not limit the right to the trial stage; the protection applies during investigation as well.
- Option (C): Incorrect — Both the compelled production of the diary and the compelled oral explanation are protected; the protection cannot be split between documents and testimony.
- Option (D): Incorrect — The principle expressly extends to compelled production of incriminating documents, not merely verbal testimony.

Final Answer: Devendra is entitled to refuse; compelling him violates Article 20(3). $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q16

Q17.

Solution

Concept — Article 243 / Panchayati Raj Reservations (73rd Amendment): Part IX of the Constitution mandates (i) reservation for SC/ST in proportion to their population, and (ii) not less than one-third reservation for women in every Panchayat. Both are mandatory, not discretionary.

Step 1 — Identify the legal rule: (i) At least one-third seats for women; (ii) seats for SC/ST proportionate to their population in the constituency — both mandatory.

Step 2 — Apply to facts: The notification reserved only 25% for women (less than the mandatory one-third) and provided no reservation for Scheduled Tribes despite their 22% population share. Both requirements are violated; the notification is unconstitutional.

Why other options are wrong:

- Option (A): Incorrect — 25% falls below the constitutional minimum of one-third; this alone makes the notification invalid.
- Option (B): Incorrect — The constitutional mandate is not discretionary; states cannot reduce the one-third minimum for women's reservation.
- Option (D): Incorrect — Part IX expressly applies to Panchayats; ST reserva-

tion is mandated for Panchayats, not just legislative assemblies.

Final Answer: The notification is unconstitutional for violating both mandatory reservation requirements under Part IX. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q17

Q18.

Solution

Concept — Article 124 / Removal of Supreme Court Judges: Removal of a Supreme Court Judge requires an address by each House of Parliament supported by a majority of the total membership AND two-thirds of members present and voting — a special majority. A simple majority is insufficient.

Step 1 — Identify the legal rule: Removal requires a special majority (majority of total membership + two-thirds of members present and voting) in each House, not a simple majority.

Step 2 — Apply to facts: Parliament passed the resolution by a simple majority. This does not satisfy the constitutional requirement of a special majority under Article 124. The removal procedure is invalid.

Why other options are wrong:

- Option (A): Incorrect — The President does not have discretion to remove a judge merely on Cabinet advice without the mandatory parliamentary address with a special majority.
- Option (B): Incorrect — Passing by a simple majority in both Houses is constitutionally insufficient.
- Option (C): Incorrect — Even if "proved misbehaviour" were established, the procedural requirement of a special majority still applies; it was not met here.

Final Answer: Removal is invalid; a simple majority is insufficient under Article 124. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q18

Q19.

Solution

Concept — Money Bill / Article 110: A bill exclusively dealing with taxation is a Money Bill under Article 110. The Rajya Sabha can only make recommendations on a Money Bill; the Lok Sabha may accept or reject all or any of them. The bill is deemed passed by both Houses if the Lok Sabha declines the amendments.

Step 1 — Identify the legal rule: Rajya Sabha's role on a Money Bill is only recommendatory; the Lok Sabha is not bound to accept any amendments.

Step 2 — Apply to facts: The bill imposing a corporate income tax surcharge was correctly certified as a Money Bill. The Lok Sabha was constitutionally entitled to reject all of the Rajya Sabha's amendments. Its action was correct.

Why other options are wrong:

- Option (B): Incorrect — There is no constitutional convention requiring the Lok Sabha to accept any of the Rajya Sabha's recommendations on a Money Bill.
- Option (C): Incorrect — Money Bills must be introduced in the Lok Sabha, not the Rajya Sabha; the procedure followed was correct.
- Option (D): Incorrect — The Rajya Sabha does not have equal powers over Money Bills; this is a constitutionally asymmetric relationship.

Final Answer: The Lok Sabha acted correctly; the Rajya Sabha's amendments on a Money Bill are only recommendations. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q19

Q20.

Solution

Concept — Presidential Ordinance / Article 123: An Ordinance promulgated under Article 123 lapses six weeks after Parliament reassembles, unless both Houses pass resolutions approving it. The lapse is automatic; no further Presidential action is needed.

Step 1 — Identify the legal rule: Ordinance lapses six weeks after Parliament reassembles if not approved; lapse is automatic.

Step 2 — Apply to facts: Parliament reassembled on 1 March. Six weeks from 1 March is approximately 12 April. The Ordinance was not approved. By 12 April, it had lapsed automatically. The bank's challenge is correct.

Why other options are wrong:

- Option (A): Incorrect — Re-promulgation is possible in limited circumstances but that is a separate constitutional issue; the principle states the Ordinance lapses after six weeks, which it did here.
- Option (C): Incorrect — Presidential revocation is one way to end an Ordinance, but lapse is automatic without any such action; revocation is not required for the Ordinance to cease to have effect.
- Option (D): Incorrect — The six-month period is not the relevant measure; the principle ties lapse to six weeks after Parliament reassembles.

Final Answer: The Ordinance lapsed six weeks after Parliament reassembled; the bank's challenge is correct. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q20

Q21.

Solution

Concept — Lurking House-Trespass by Night: The offence requires: (i) entry into or remaining in a human dwelling, (ii) between sunset and sunrise, (iii) having concealed oneself to escape notice, and (iv) with intent to commit an offence therein. Actual commission of the intended offence is not required.

Step 1 — Identify the legal rule: All four elements (night, dwelling, concealment, intent to offend) are sufficient; actual commission of the intended offence is not necessary.

Step 2 — Apply to facts: Rakesh entered a residential bungalow at 2 a.m. (night), concealed himself against the wall, entered through an unlocked window, and hid under a bed with the intent to steal. All elements are satisfied even though he was caught before touching any property.

Why other options are wrong:

- Option (A): Incorrect — Actual theft is not required; the offence is complete upon entry with the requisite intent.
- Option (B): Incorrect — The aggravating elements (night, concealment, dwelling, criminal intent) elevate this beyond ordinary trespass.
- Option (D): Incorrect — Lurking house-trespass by night is an independent offence, not absorbed into attempted theft.

Final Answer: Rakesh is guilty of lurking house-trespass by night. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q21

Q22.

Solution

Concept — Waging War Against the Government of India: The offence encompasses waging, attempting to wage, or abetting war against the Government of India. It is complete when acts of violence are committed with the intent to overawe the government. Physical presence at the scene and personal firing of a weapon are not required.

Step 1 — Identify the legal rule: Waging war includes commanding armed operations with intent to overthrow the government; personal use of a weapon is not required.

Step 2 — Apply to facts: Surendra commanded coordinated armed attacks on three army cantonments with the declared objective of overthrowing the elected government. His remote command role satisfies the element of waging/abetting war. Physical distance or non-firing does not exempt him.

Why other options are wrong:

- Option (A): Incorrect — Personal use of a weapon is not a required element; commanding operations suffices.
- Option (B): Incorrect — While conspiracy is also committed, the facts show actual waging of war (coordinated armed attacks on military installations), not merely planning.
- Option (C): Incorrect — Geographic distance from the attack site does not negate his role as the commander of the war operations.

Final Answer: Surendra is guilty of waging war against the Government of India. $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q22

Q23.

Solution

Concept — Possession of Stolen Property / Presumption from Recent Possession: Recent and unexplained possession of stolen goods raises a presumption of knowledge that the goods were stolen. The burden shifts to the accused to provide a satisfactory explanation.

Step 1 — Identify the legal rule: Recent + unexplained possession = presumption of guilty knowledge; accused must rebut with a satisfactory explanation.

Step 2 — Apply to facts: The ornaments were found in Bhola's home three days after the burglary (very recent). His explanation — a nameless friend gave them for safekeeping — is unsupported and unsatisfactory. The presumption stands against him.

Why other options are wrong:

- Option (B): Incorrect — The presumption from recent possession shifts the burden; proof of personal theft is not required.
- Option (C): Incorrect — Possession *combined* with recentness and the absence of a satisfactory explanation is sufficient to raise the presumption; the statement that possession alone is never enough misrepresents the principle.
- Option (D): Incorrect — An illegal search may affect admissibility in some contexts, but the principle here focuses on the presumption arising from possession; the question directs application of the stated principle.

Final Answer: Bhola's unexplained recent possession raises an unrebutted presumption of guilty knowledge. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q23

Q24.

Solution

Concept — Bigamy: Bigamy is marrying a second person while a valid first marriage subsists. The second spouse's consent, even with full knowledge of the existing marriage, is expressly not a defence.

Step 1 — Identify the legal rule: Second marriage while first subsists = bigamy; informed consent of second spouse is no defence.

Step 2 — Apply to facts: Sudhir's first marriage to Kamini was never dissolved. He married Tara, who knew about Kamini. Tara's knowing consent does not protect Sudhir from liability for bigamy. He is guilty.

Why other options are wrong:

- Option (A): Incorrect — The principle expressly states consent of the second spouse is not a defence.
- Option (C): Incorrect — There is no exception in bigamy law for situations where the first wife is alive and aware; the offence is complete when a valid second marriage is solemnised while the first subsists.
- Option (D): Incorrect — Legal formalities in the second marriage ceremony do not legitimise it while the first marriage subsists.

Final Answer: Sudhir is guilty of bigamy; second spouse's consent is not a defence. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q24

Q25.

Solution

Concept — POCSO Act, 2012: POCSO defines a child as any person below eighteen years. Consent of a child is irrelevant; any sexual act with a child constitutes an offence. Persons with knowledge of such offences are mandatorily required to report them; failure to report is itself an offence.

Step 1 — Identify the legal rule: Child = below 18; consent irrelevant; mandatory reporting obligation on all persons with knowledge.

Step 2 — Apply to facts: Preethi is seventeen (below eighteen). Aadil's sexual relationship with her is an offence under POCSO regardless of her consent. The school principal, having knowledge, was mandatorily required to report but failed to do so, making the principal also liable.

Why other options are wrong:

- Option (A): Incorrect — Consent is expressly irrelevant under POCSO for persons below eighteen.
- Option (B): Incorrect — Aadil commits the primary offence; the principal's failure to report is a separate but additional violation. Aadil is not protected by consent.
- Option (D): Incorrect — POCSO makes no exception for persons in a "relationship"; the statute applies regardless of the nature of the association.

Final Answer: Aadil committed a POCSO offence; the school principal violated mandatory reporting. Preethi's consent is irrelevant. ⇒ $\boxed{C}$

Answer: (C) Go Back to Q25

Q26.

Solution

Concept — Maintenance of Parents and Senior Citizens Act, 2007: Adult children are obligated to maintain their parents who cannot maintain themselves. The Maintenance Tribunal may order monthly maintenance. Personal grievances against a parent are not a statutory defence.

Step 1 — Identify the legal rule: All adult children are obligated to maintain a parent unable to maintain herself; personal grievances are not a defence under the Act.

Step 2 — Apply to facts: Savitri is 78 years old and unable to maintain herself. All three adult children — Arun, Beena, and Chetan — are obligated under the Act. Their personal grievances against her do not constitute a statutory defence. The Tribunal may order all three to pay.

Why other options are wrong:

- Option (A): Incorrect — The Act does not recognise personal grievances as a defence to the maintenance obligation.
- Option (B): Incorrect — The Act imposes the obligation on all non-minor children, not only the eldest son.
- Option (C): Incorrect — The Act applies to parents and senior citizens; it does not set a minimum age of eighty. Savitri qualifies as a parent unable to maintain herself.

Final Answer: The Tribunal may order all three children to pay monthly maintenance; personal grievances are not a defence. ⇒ $\boxed{D}$

Answer: (D) Go Back to Q26

Q27.

Solution

Concept — Testamentary Succession / Attestation of Will: A valid will must be in writing, signed by the testator, and attested by at least two witnesses. A will attested by only one witness is void; the estate devolves by intestate succession.

Step 1 — Identify the legal rule: Minimum two attesting witnesses required; will attested by fewer is void.

Step 2 — Apply to facts: Rameshwar's will was witnessed only by Dharampal — a single witness. The requirement of two witnesses was not met. The will is void, and the estate passes by intestate succession.

Why other options are wrong:

- Option (B): Incorrect — Indian law does not recognise holographic wills as exempt from the attestation requirement; two witnesses are mandatory regardless of the testator's handwriting.
- Option (C): Incorrect — The credibility of a single witness cannot substitute for the legal requirement of two attesting witnesses.
- Option (D): Incorrect — A void will cannot be ratified by the beneficiaries' consent; it is void from the outset and has no legal effect.

Final Answer: The will is void for lack of two witnesses; the estate devolves by intestate succession. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q27

Q28.

Solution

Concept — Lex Posterior Derogat Priori: Where a later statute conflicts with an earlier statute on the same subject, the later statute prevails to the extent of the inconsistency. This is the rule of implied repeal by later legislation.

Step 1 — Identify the legal rule: Later law on the same subject prevails over the earlier law to the extent of any inconsistency.

Step 2 — Apply to facts: The Contract Labour (Regulation and Abolition) Act, 1970 is later in time than the Industrial Employment (Standing Orders) Act, 1946, and deals with overlapping subject matter. To the extent of inconsistency, the 1970 Act prevails. The employer's argument that the earlier Act should prevail is incorrect.

Why other options are wrong:

- Option (A): Incorrect — Specificity is one principle of statutory interpretation, but the stated principle here is chronological priority (lex posterior), which applies where the two Acts are on the same subject and conflict.
- Option (C): Incorrect — Employers cannot choose between conflicting statutes; the legal rule determines which prevails.
- Option (D): Incorrect — The stated principle resolves conflicts by chronological order, not by which provides greater worker protection.

Final Answer: The 1970 Act prevails over the 1946 Act to the extent of inconsistency. ⇒ $\boxed{B}$

Answer: (B) Go Back to Q28

Q29.

Solution

Concept — Expressio Unius Est Exclusio Alterius: Express mention of specific categories in a statute implies the exclusion of all other categories not mentioned. Where the statute lists eligible persons or things, those not listed are excluded; the list is exhaustive, not illustrative.

Step 1 — Identify the legal rule: An enumerated list of categories in a statute is exhaustive; unlisted categories are excluded.

Step 2 — Apply to facts: The Regulation lists "individual consumers, registered consumer associations, and the Central Government or a State Government." A private limited company is none of these. Under the maxim, unlisted categories are excluded. The company cannot file a complaint.

Why other options are wrong:

- Option (A): Incorrect — The principle specifically negates the "illustrative list" interpretation; express enumeration implies exclusion of others.
- Option (B): Incorrect — A company is a separate legal person from its shareholders; the company itself is not an individual consumer.
- Option (D): Incorrect — The eligibility of the company as a complainant is the issue; the downstream effect on employees does not give the company standing it lacks under the Regulation.

Final Answer: The company is not eligible; the express list excludes corporate entities not mentioned. ⇒ $\boxed{C}$

Answer: (C) Go Back to Q29

Q30.

Solution

Concept — Contemporanea Expositio: The contemporaneous exposition of a document is the best guide to its meaning. Where those who created a document or statute consistently interpreted it in a particular way at the time of its creation, courts should follow that interpretation.

Step 1 — Identify the legal rule: The meaning given to a document by its creators at the time of creation is the strongest guide; historical practice immediately after creation is decisive evidence.

Step 2 — Apply to facts: Revenue officials consistently treated "permanent settlement" as fixed in perpetuity for over a hundred years following the deed's execution — a clear contemporaneous and subsequent exposition. The court should follow this interpretation.

Why other options are wrong:

- Option (A): Incorrect — The principle directs application of the contemporaneous meaning, not modern usage; historical documents must be read in their original context.
- Option (B): Incorrect — Resolving ambiguity in the grantee's favour is a different principle of interpretation; the stated maxim applies here and points to a specific established meaning.
- Option (C): Incorrect — The term is not void for uncertainty; it has a well-established historical meaning evidenced by consistent official practice.

Final Answer: "Permanent" means fixed in perpetuity, per the contemporaneous exposition of the deed's creators. $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q30

Q31.

Solution

Concept — Doctrine of Lis Pendens (Section 52, TP Act): During the pendency of a suit over immoveable property, no party may alienate the property so as to affect the other party's rights. A transfer made in violation of lis pendens is not void but is subject to the outcome of the suit.

Step 1 — Identify the legal rule: Transfer during pendency of suit is subject to the suit's outcome; the successful litigant's rights prevail over the purchaser's.

Step 2 — Apply to facts: Dinesh sold the plot to Ramesh while Vijay's suit was pending. Ramesh had notice of the suit. Vijay ultimately succeeded. Under lis pendens, Ramesh's purchase is subject to Vijay's decree. Vijay's title prevails; Ramesh cannot retain the property.

Why other options are wrong:

- Option (B): Incorrect — Payment of fair market value does not protect a purchaser from the effect of lis pendens; the doctrine applies regardless of consideration paid.
- Option (C): Incorrect — Being an independent third party does not shield Ramesh; lis pendens operates against all persons claiming through the transferring party to the suit.
- Option (D): Incorrect — The principle states the transfer is not void but is subject to the suit's result; it has some legal effect (Ramesh may claim against Dinesh for breach of warranty of title) but cannot affect Vijay's rights.

Final Answer: Vijay's title prevails; the transfer to Ramesh is subject to the outcome of the suit. $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q31

Q32.

Solution

Concept — Right to Die with Dignity / Common Cause v Union of India (2018): The Supreme Court held in *Common Cause v Union of India* (2018) that the right to die with dignity is an integral facet of Article 21. A competent adult may execute a valid advance directive (living will) that must be followed subject to procedural safeguards laid down by the Court.

Step 1 — Identify the legal rule: A competent adult's advance directive specifying refusal of life-sustaining treatment in a terminal/irreversible condition is valid and binding under Article 21, subject to the Court's procedural safeguards.

Step 2 — Apply to facts: Malathi was fully competent when she executed a written, doctor-witnessed advance directive. She is now in a permanent vegetative state — precisely the condition she specified. The advance directive is valid; the hospital's refusal to follow it is not justified by the principle. The family is correct in seeking compliance.

Why other options are wrong:

- Option (A): Incorrect — The principle and the Supreme Court judgment expressly recognise the right to make advance directives; waiver in advance is lawful.
- Option (C): Incorrect — An advance directive is inherently made before the medical emergency; requiring it to be made at the time of the emergency would render the concept meaningless.
- Option (D): Incorrect — The patient's own advance directive takes precedence; the next of kin cannot override a clear prior directive, and the hospital cannot refuse to follow a valid one.

Final Answer: Malathi's advance directive is valid; the hospital must follow it subject to the Court's procedural safeguards. $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q32

Answer Key

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