

All India Bar Examination - V [Set Code - A] with Solutions

Time Allowed : 3 Hours

Maximum Marks : 100

Total Questions : 100

General Instructions

Read the following instructions very carefully and strictly follow them:

1. This Booklet contains 100 questions and each question carries 1 mark.
2. In case of any confusion in translation, kindly refer to the English version for clarification.
3. Make sure that same Question Booklet Set code is mentioned on all the sheets of question paper, in case of any discrepancy immediately inform the invigilator.
4. There is no negative marking for wrong answer of a question.
5. Duration of this exam is 3 hours only.
6. Fill in your Roll number and Question Booklet Set code very carefully, as the answer sheet will be evaluated as per the code you mention on the answer sheet.
7. Under no circumstances will the answer sheet be evaluated with any other Question Booklet Set code.
8. Only books and notes are allowed for this examination.
9. Mobile phones, laptop, tabs and/or any other electronic devices are strictly prohibited in the examination hall.
10. On possession of any electronic device inside the examination hall, the candidate will be disqualified from the examination.
11. Candidate shall not be allowed to leave the Examination Hall before the conclusion of the examination.
12. Do not forget to submit the answer sheet back to the invigilator. Failing to do so would lead to disqualification.
13. Use only blue/black ball pen to fill the OMR answer sheet.
14. OMR filled with pencil or ink pen would be disqualified.
15. Use of whitener/eraser/blade or fluid on answer sheet is strictly prohibited. It will lead to disqualification.
16. Do not make any stray marks or tear the OMR answer sheet. It will lead to disqualification.
17. Write your roll number carefully and darken the correct corresponding ovals, in case wrong ovals are darkened your answer sheet will not be evaluated.
18. Candidate must follow the instructions strictly as mentioned on the answer sheet.

1. _____ is the process whereby interested parties resolve disputes, agree upon courses of action, bargain for individual or collective advantage, and/or attempt to craft outcomes which serve their mutual interests

- (A) Expert determination
- (B) Arbitration
- (C) Conciliation
- (D) Negotiation

Correct Answer: (D) Negotiation

Solution:

Step 1: Understanding the Concept:

The question describes a method of dispute resolution. The key features mentioned are direct interaction between parties, bargaining, and crafting mutually beneficial outcomes without the intervention of a neutral third party to impose a decision. This process is a fundamental part of Alternative Dispute Resolution (ADR).

Step 2: Detailed Explanation:

Let's analyze the options:

(A) Expert determination: This is a process where an independent expert is appointed to decide on a specific technical issue. The decision is usually binding but is based on expert knowledge rather than negotiation between parties.

(B) Arbitration: This is a more formal process where a neutral third party (an arbitrator or a panel) hears the dispute and makes a binding decision (an award). It is an adjudicatory process, not a bargaining one.

(C) Conciliation: In this process, a neutral third party (a conciliator) assists the parties in reaching a mutually acceptable agreement. The conciliator facilitates the discussion but does not impose a solution. While it aims for a mutual outcome, it involves a neutral facilitator, which is not mentioned in the question's definition.

(D) Negotiation: This is a direct process between the disputing parties themselves, where they communicate, bargain, and try to reach a voluntary agreement that serves their mutual interests. There is no third-party facilitator or adjudicator. The description in the question perfectly matches the definition of negotiation.

Step 3: Final Answer:

The process described, which involves interested parties bargaining directly to craft outcomes for their mutual interests, is correctly identified as **Negotiation**.

Quick Tip

Remember the key difference in ADR methods: **Negotiation** is direct party-to-party interaction. **Mediation/Conciliation** involves a neutral facilitator. **Arbitration** involves a neutral decision-maker whose decision is binding.

2. "The fundamental aim of Legal Ethics is to maintain the honour and dignity of the Law Profession, to secure a spirit of friendly co-operation between the Bench and the Bar in the promotion of highest standards of justice, to establish honourable and fair dealings of the counsel with his client opponent and witnesses; to establish a spirit of brotherhood in the Bar itself; and to secure that lawyers discharge their responsibilities to the community generally." Whose statement is this?

- (A) Chief Justice Marshall
- (B) Chief Justice Coke
- (C) Chief Justice Halsbury
- (D) Chief Justice Bacon

Correct Answer: (A) Chief Justice Marshall

Solution:

Step 1: Understanding the Concept:

The question asks to identify the author of a famous quotation that encapsulates the core principles of legal ethics. Legal ethics are the moral principles and code of conduct that govern the behaviour of legal professionals. This quote outlines the duties of lawyers towards the court, clients, opponents, colleagues, and the community.

Step 2: Detailed Explanation:

This celebrated statement, which defines the objectives of legal ethics, is widely attributed to **Chief Justice Marshall** of the United States Supreme Court. John Marshall was the fourth Chief Justice, and his long tenure had a profound impact on shaping American constitutional law and the role of the judiciary. His pronouncements on legal principles and ethics are highly regarded. The quote emphasizes the multifaceted role of a lawyer, not just as a representative of a client, but as an officer of the court and a responsible member of society, committed to upholding justice and the dignity of the legal profession.

Step 3: Final Answer:

The statement is attributed to **Chief Justice Marshall**.

Quick Tip

For exams on legal ethics, it is useful to remember a few key quotes and the jurists associated with them. Statements by prominent figures like Chief Justice Marshall or Lord Denning often form the basis for direct questions.

3. The Supreme Court has held that an advocate cannot claim a lien over a litigation file entrusted to him for his fees..... no professional can be given the right to withhold the returnable records relating to the work done by him with his clients matter on the strength of any claim for unpaid remuneration. The alternative is the professional concerned can resort to other legal remedies for such unpaid remuneration. Refer to the specific case

- (A) R.D. Saxena Vs. Balram Prasad Sharma
- (B) V.C. Rangadurai Vs. D. Gopalan
- (C) Emperor Vs. Dadu Ram
- (D) G. Naranswamy Vs. Challapalli

Correct Answer: (A) R.D. Saxena Vs. Balram Prasad Sharma

Solution:

Step 1: Understanding the Concept:

The question concerns the legal principle of an advocate's right to lien over a client's case files for non-payment of fees. A lien is a right to retain possession of another person's property until a debt owed by that person is discharged. The Supreme Court of India has clarified the position on this issue.

Step 2: Detailed Explanation:

In the landmark case of **R.D. Saxena Vs. Balram Prasad Sharma, (2000) 7 SCC 264**, the Supreme Court of India conclusively held that advocates do not have a right to lien on their client's papers for unpaid fees. The Court reasoned that withholding files would amount to professional misconduct as it obstructs the administration of justice and harms the client's interests. The Court stated that an advocate's profession is a noble one, not a trade or business. While an advocate is entitled to their fees, they cannot retain the case files to coerce the client into payment. Instead, the advocate must pursue other legal remedies for the recovery of their fees, such as filing a civil suit.

The other cases mentioned are not relevant to this specific point:

- **V.C. Rangadurai Vs. D. Gopalan** deals with professional misconduct where an advocate deceived his client.
- The other options are not the primary authority for this legal proposition.

Step 3: Final Answer:

The specific case that established this principle is **R.D. Saxena Vs. Balram Prasad**

Sharma.

Quick Tip

Remember this key ruling: An advocate's lien for fees does **not** extend to retaining the client's case files. This is considered professional misconduct. Always associate this principle with the *R.D. Saxena* case.

4. Duty of an advocate towards his client is detailed out in which rules of Bar Council of India

- (A) 33 to 38
- (B) 11 to 33
- (C) 23 to 27
- (D) 33 to 36

Correct Answer: (B) 11 to 33

Solution:

Step 1: Understanding the Concept:

The Bar Council of India (BCI) has framed rules on Standards of Professional Conduct and Etiquette under the authority of the Advocates Act, 1961. These rules are contained in Part VI, Chapter II of the BCI Rules. This chapter is divided into different sections outlining the duties of an advocate towards various parties.

Step 2: Detailed Explanation:

The structure of Chapter II, Part VI of the BCI Rules is as follows:

- **Section I (Rules 1-10):** Duty to the Court.
- **Section II (Rules 11-33):** Duty to the Client.
- **Section III (Rules 34-35):** Duty to the Opponent.
- **Section IV (Rules 36-46):** Duty to Colleagues.

Therefore, the rules that specifically detail the duties of an advocate towards their client are Rules 11 to 33. These rules cover obligations such as accepting briefs, not withdrawing from service, not appearing in matters where there is a conflict of interest, maintaining confidentiality, and keeping proper accounts.

Step 3: Final Answer:

The duty of an advocate towards his client is detailed in **Rules 11 to 33** of the Bar Council of India Rules.

Quick Tip

For professional ethics exams, it's helpful to have a mental map of the BCI Rules structure. Remember the four key sections: Duty to Court (1-10), Client (11-33), Opponent (34-35), and Colleagues (36-46).

5. Which Section under the Advocates Act, 1961 deals with disqualification as to enrolment?

- (A) S.25A
- (B) S.26A
- (C) S.27A
- (D) S.24A

Correct Answer: (D) S.24A

Solution:

Step 1: Understanding the Concept:

The Advocates Act, 1961 is the primary legislation that governs the legal profession in India. It lays down the qualifications for a person to be admitted as an advocate on a state roll, as well as the conditions that may disqualify them from enrolment.

Step 2: Detailed Explanation:

Let's look at the relevant sections:

- **Section 24** of the Advocates Act, 1961 specifies the qualifications a person must possess to be admitted as an advocate.
- **Section 24A** of the Advocates Act, 1961, titled "Disqualification for enrolment," lays down the conditions under which a person shall be disqualified from being enrolled. These include:
 1. being convicted of an offence involving moral turpitude.
 2. being convicted of an offence under the provisions of the Untouchability (Offences) Act, 1955.
 3. being dismissed or removed from employment or office under the State on any charge involving moral turpitude.

The other sections listed (25A, 26A, 27A) do not exist in the Advocates Act, 1961 in this form. Section 25 deals with the authority to whom applications for enrolment are made, and Section 26 deals with the disposal of such applications. Section 26A provides the power to remove names from the roll. Section 27 deals with applications made to another State Bar Council.

Step 3: Final Answer:

The section that deals with disqualification for enrolment is **Section 24A** of the Advocates

Quick Tip

Remember the key sections for enrolment together: Section 24 (Qualifications) and Section 24A (Disqualifications). This pairing makes them easier to recall during an exam.

6. Existence of two suits, by parties litigating under same title, one previously instituted which is pending at present and the other filed later, wherein a matter in issue in the subsequently filed suit is directly and substantially in issue in the other and the relief claimed in the subsequent suit can effectively be passed by the court of previous instance. Which section of CPC decides the fate of the subsequently filed suit and its proceeding?

- (A) S.11
- (B) S.9
- (C) S.10
- (D) S.12

Correct Answer: (C) S.10

Solution:

Step 1: Understanding the Concept:

The question describes a situation where two parallel lawsuits are proceeding between the same parties on the same issue. The law has a mechanism to prevent this to avoid conflicting judgments and multiplicity of proceedings. This principle is known as *res sub judice*, which means "the matter is under judgment."

Step 2: Detailed Explanation:

The relevant sections of the Code of Civil Procedure (CPC), 1908 are:

- **Section 9:** States that civil courts have the jurisdiction to try all suits of a civil nature unless they are expressly or impliedly barred.
- **Section 10 (Stay of suit):** This section directly incorporates the doctrine of *res sub judice*. It mandates that no court shall proceed with the trial of any suit in which the matter in issue is also directly and substantially in issue in a previously instituted suit between the same parties, litigating under the same title, where such suit is pending in the same or any other court in India having jurisdiction. The description in the question is a perfect match for the conditions laid out in Section 10. The later suit is not dismissed, but its trial is stayed.
- **Section 11 (Res Judicata):** This section applies when a matter has already been *finally decided* by a competent court. It bars the trial of a subsequent suit on the same matter. The key difference is that for S.10 the previous suit is pending, while for S.11 it is decided.

- **Section 12:** This section bars further suits where a plaintiff is precluded by rules from instituting a further suit in respect of a particular cause of action.

Step 3: Final Answer:

The provision that governs this situation and leads to the stay of the subsequently filed suit is **Section 10** of the CPC.

Quick Tip

Remember the key difference: **Res Sub Judice (S.10)** applies when the previous suit is *pending*. **Res Judicata (S.11)** applies when the previous suit has been *decided*. "Sub judice" means under judicial consideration; "judicata" means judged or decided.

7. Where there are mutual debts between the plaintiff and the defendant, one debt may be settled against another. This can be a statutory defence to a plaintiff's action and it is called as

- (A) cross-claim
- (B) set-off
- (C) cross-demands
- (D) cross-decrees

Correct Answer: (B) set-off

Solution:

Step 1: Understanding the Concept:

The question describes a procedural defence available to a defendant in a money suit. When the plaintiff sues the defendant for money, and the defendant also has a monetary claim against the plaintiff, the defendant can ask the court to adjust their debt against the plaintiff's claim.

Step 2: Detailed Explanation:

This statutory defence is known as a **set-off**. It is governed by **Order VIII, Rule 6** of the Code of Civil Procedure, 1908. For a set-off to be claimed:

- The suit must be for the recovery of money.
- The defendant's claim must be for an ascertained sum of money.
- The sum must be legally recoverable from the plaintiff.
- Both parties must fill the same character as they fill in the plaintiff's suit.

A set-off has the effect of a cross-suit, and the court can pass a decree in favour of the defendant if their claim exceeds the plaintiff's claim.

- **Cross-claim** is a broader term used in some legal systems, but in the context of CPC, set-off is the precise term.

- **Cross-demands** is a general description, not the specific legal term.
- **Cross-decrees** refers to a situation where two parties hold decrees against each other, which can be adjusted during execution under Order XXI, Rule 18.

Step 3: Final Answer:

The statutory defence of settling mutual debts in a single suit is called a **set-off**.

Quick Tip

Distinguish between **Set-off** and **Counterclaim**. A set-off (legal set-off under O.8 R.6) must be for an ascertained sum of money and is a defence to the plaintiff's claim. A counterclaim (O.8 R.6A) can be for any claim (including damages) against the plaintiff and is treated as a separate suit.

8. An attachment before judgment order takes away

- (A) right to ownership
- (B) right to file suit
- (C) power to alienate the property
- (D) capacity of execution of a decree

Correct Answer: (C) power to alienate the property

Solution:

Step 1: Understanding the Concept:

"Attachment before judgment" is a provisional or interim remedy available to a plaintiff under **Order XXXVIII** of the Code of Civil Procedure, 1908. It allows the court to attach the defendant's property during the pendency of a suit to ensure that the defendant does not dispose of the property to defeat any future decree that the plaintiff might obtain.

Step 2: Detailed Explanation:

The effect of an attachment before judgment is not to transfer ownership or title of the property from the defendant. The defendant remains the owner. However, the attachment creates a charge on the property and restricts the defendant's ability to deal with it freely.

- **(A) right to ownership:** This is incorrect. The defendant continues to be the owner of the property.
- **(B) right to file suit:** This is incorrect. The attachment does not affect the defendant's right to file other lawsuits.
- **(C) power to alienate the property:** This is correct. The primary purpose of the attachment is to prevent the defendant from alienating (transferring, selling, gifting, etc.) the property. Any private transfer or delivery of the property after attachment is void against all claims enforceable under the attachment (as per Section 64 of CPC).

- **(D) capacity of execution of a decree:** This is irrelevant to the effect on the defendant's property rights.

Step 3: Final Answer:

An attachment before judgment order primarily takes away the defendant's **power to alienate the property** in a way that is prejudicial to the plaintiff's claim.

Quick Tip

Remember that attachment before judgment is a protective measure. It 'freezes' the property to secure the plaintiff's potential decree, but it doesn't change the ownership until the property is eventually sold in execution of a decree.

9. The three pillars on which foundation of every order of injunction rests

- (A) prima facie case, injury with damage and balance of inconvenience
- (B) prima facie case, reparable injury and balance of convenience
- (C) prima facie case, irreparable injury and balance of convenience
- (D) prima facie case, damage without injury and balance of convenience

Correct Answer: (C) prima facie case, irreparable injury and balance of convenience

Solution:

Step 1: Understanding the Concept:

An injunction is a judicial remedy where a court orders a party to either do a specific act (mandatory injunction) or refrain from doing a specific act (prohibitory injunction). A temporary injunction, granted during the pendency of a suit, is a discretionary relief. The court grants it only after being satisfied on three well-established principles.

Step 2: Detailed Explanation:

The three cardinal principles or "pillars" for the grant of a temporary injunction, as established through numerous judicial precedents, are:

1. **Prima Facie Case:** The plaintiff must establish that there is a serious question to be tried and that there is a high probability of them succeeding in the suit. It doesn't mean a case that is guaranteed to succeed, but one which is not frivolous or vexatious.
2. **Irreparable Injury:** The plaintiff must show that they would suffer an injury that cannot be adequately compensated by way of damages if the injunction is not granted. The injury must be substantial and material. The term "reparable injury" in option (B) is the opposite of what is required.
3. **Balance of Convenience:** The court must weigh the inconvenience or harm that the plaintiff would suffer if the injunction is refused against the inconvenience or harm that

the defendant would suffer if the injunction is granted. The balance must tilt in favour of the plaintiff.

Option (C) correctly lists all three of these essential ingredients.

Step 3: Final Answer:

The three pillars for an order of injunction are **prima facie case, irreparable injury and balance of convenience**.

Quick Tip

Memorize this trifecta: Prima Facie Case, Irreparable Injury, and Balance of Convenience. These are fundamental not just for injunctions under CPC (Order XXXIX) but for most forms of interim relief in law.

10. _____ is to enable subordinate courts to obtain in non-appealable cases the opinion of the High Court in the absence of a question of law and thereby avoid the commission of an error which could not be remedied later on.

- (A) Review
- (B) Reference
- (C) Appeal
- (D) Revision

Correct Answer: (B) Reference

Solution:

Step 1: Understanding the Concept:

The question describes a procedure where a lower court seeks guidance from a higher court on a point of law. This is one of the mechanisms of judicial supervision provided in the Code of Civil Procedure, 1908. (Note: There appears to be a typo in the question. It should say "on a question of law" instead of "in the absence of a question of law," as the very purpose of this procedure is to resolve a doubt on a legal question.)

Step 2: Detailed Explanation:

Let's analyze the options based on their functions:

- **(A) Review (Section 114, Order XLVII):** A court reconsiders its own judgment. This is an exception to the rule of *functus officio*.
- **(B) Reference (Section 113, Order XLVI):** A subordinate court refers a pending case to the High Court for its opinion on a question of law. This is done when the lower court has a reasonable doubt about a question of law, especially concerning the validity of an Act or Regulation, and the case is non-appealable. This mechanism allows the subordinate

court to avoid making an error of law that might not be correctable later. This matches the description in the question (despite the typo).

- **(C) Appeal (e.g., Sections 96, 100):** A party aggrieved by a lower court's decision challenges it before a higher court. It is a proceeding to reconsider the decision of a lower court.
- **(D) Revision (Section 115):** The High Court examines the record of a case decided by a subordinate court to correct jurisdictional errors. It is not an appeal on merits.

Step 3: Final Answer:

The procedure described is a **Reference**.

Quick Tip

Remember the direction of action: **Reference** is 'bottom-up' (lower court asks higher court). **Appeal** and **Revision** are 'top-down' (higher court examines lower court's decision). **Review** is internal (same court re-examines its own decision).

11. Who decides as to which of the several modes he/she will execute the decree

- (A) Plaintiff
- (B) Court
- (C) Judgment debtor
- (D) Decree holder

Correct Answer: (D) Decree holder

Solution:

Step 1: Understanding the Concept:

The question is about the process of executing a court's decree. Execution is the process of enforcing or giving effect to the decree. The key parties are the Decree Holder (the party in whose favor the decree is passed) and the Judgment Debtor (the party against whom the decree is passed).

Step 2: Detailed Explanation:

The responsibility to initiate the execution process lies with the person who has won the case.

- The **Decree Holder (DH)** is the one who benefits from the decree and therefore has the right to see it enforced.
- To execute the decree, the Decree Holder must file an execution application before the court.

- In this application, the Decree Holder specifies the manner in which they wish to execute the decree. Section 51 of the CPC lists various modes of execution, such as by delivery of property, attachment and sale of property, arrest and detention of the judgment debtor, appointment of a receiver, etc.
- The Decree Holder chooses the desired mode(s) of execution. The **Court** then examines the application and, if it is in order, issues the process for execution. The **Judgment Debtor** is the one against whom execution is sought. The **Plaintiff** becomes the Decree Holder after winning the case.

Therefore, it is the Decree Holder who decides and requests the specific mode of execution.

Step 3: Final Answer:

The decision on which mode of execution to pursue is made by the **Decree holder**.

Quick Tip

Remember the flow: Plaintiff/Defendant → (after judgment) → Decree Holder/Judgment Debtor. The Decree Holder is in the driver's seat for execution; they file the application and choose the method of enforcement. The court facilitates the process.

12. Where a party to a suit requires information as to facts from the opposite party, he may administer to his adversary a series of questions. It is called as

- (A) Question petition
- (B) Question pamphlet
- (C) Interrogatories
- (D) Discovery

Correct Answer: (C) Interrogatories

Solution:

Step 1: Understanding the Concept:

The question refers to a pre-trial procedure under the Code of Civil Procedure, 1908, which allows parties to obtain information from each other to narrow down the facts in dispute and prepare for trial.

Step 2: Detailed Explanation:

Let's examine the terms:

- **(D) Discovery:** This is the broad, overall process by which parties obtain evidence from each other. It includes several tools.
- **(C) Interrogatories:** This is a specific tool of discovery. It consists of a set of written questions served by one party to another, which must be answered in writing and under

oath. The description in the question—"administer to his adversary a series of questions"—perfectly defines interrogatories. This process is governed by **Order XI, Rule 1** of the CPC.

- **(A) Question petition** and **(B) Question pamphlet** are not recognized legal terms for this procedure in the CPC.

While interrogatories are a part of discovery, the specific term for the series of questions is "interrogatories."

Step 3: Final Answer:

The process of administering a series of written questions to the opposing party is called serving **Interrogatories**.

Quick Tip

Think of "Discovery" as the main toolbox. Inside this toolbox, you have specific tools like "Interrogatories" (written questions), "Discovery of Documents" (requesting documents), and "Inspection." The question asks for the name of a specific tool, not the whole toolbox.

13. _____ is a suit filed by or against one or more persons on behalf of themselves and others having the same interest in the suit.

- (A) Joint suit
- (B) Representative suit
- (C) Collusive suit
- (D) Collective suit.

Correct Answer: (B) Representative suit

Solution:

Step 1: Understanding the Concept:

The question describes a procedural device that allows a lawsuit to be brought by a few individuals on behalf of a larger group, where everyone in the group shares a common interest in the subject matter of the suit. This is an exception to the general rule that all persons interested in a suit should be joined as parties.

Step 2: Detailed Explanation:

This type of lawsuit is known as a **Representative Suit**. It is governed by **Order I, Rule 8** of the Code of Civil Procedure, 1908. The main purpose of a representative suit is to avoid unnecessary expenditure and multiplicity of litigation when numerous people have the same interest.

- A **Joint suit** might refer to a suit with multiple plaintiffs or defendants, but it doesn't have the element of representation.

- A **Collusive suit** is a fraudulent suit where the parties are not in genuine opposition but are conspiring to obtain a particular judicial decision.
- **Collective suit** is a general term but not the specific legal term used in the CPC.

The key elements of a representative suit are: (i) numerous parties, (ii) same interest, and (iii) permission of the court.

Step 3: Final Answer:

A suit filed by one or more persons on behalf of a larger group with the same interest is called a **Representative suit**.

Quick Tip

The key phrase to identify a Representative Suit (Order I, Rule 8) is "numerous persons having the same interest." This is the Indian law equivalent of what is often called a "class action" suit in other jurisdictions.

14. A person appointed by the court to protect, preserve and manage the property during the pendency of the litigation

- (A) Amicus curiae
- (B) Preserver
- (C) Protector
- (D) Receiver

Correct Answer: (D) Receiver

Solution:

Step 1: Understanding the Concept:

The question asks for the legal term for a neutral person appointed by a court to take control of a property that is the subject matter of a dispute. This is done to ensure the property is not wasted, damaged, or alienated while the case is being decided.

Step 2: Detailed Explanation:

The correct legal term for such a person is a **Receiver**.

- The appointment of a receiver is an interim protective remedy provided under **Section 94(d)** and detailed in **Order XL** of the Code of Civil Procedure, 1908.
- A receiver is an impartial person who acts as an officer of the court. Their primary duty is to take possession of the disputed property and manage it according to the court's directions. This includes protecting it from damage and collecting any rents or profits.

- **Amicus curiae** means "friend of the court" and refers to a person (usually a lawyer) who assists the court by offering expertise or insight on a matter, but does not manage property.
- **Preserver** and **Protector** describe the functions of a receiver but are not the specific legal designation.

Step 3: Final Answer:

A person appointed by the court to manage disputed property during litigation is called a **Receiver**.

Quick Tip

Remember the "Five Ancillary Proceedings" under Section 94 of the CPC which courts can use to prevent the ends of justice from being defeated. These include Arrest before judgment, Attachment before judgment, Temporary injunctions, Appointment of a Receiver, and other interlocutory orders.

15. The provision under CPC that relates to suit by indigent persons

- (A) O.32
- (B) O.34
- (C) O.35
- (D) O.33

Correct Answer: (D) O.33

Solution:

Step 1: Understanding the Concept:

The Code of Civil Procedure contains special provisions to ensure access to justice for people who are too poor to pay the prescribed court fees for filing a suit. Such a person is termed an "indigent person." The question asks for the specific Order in the CPC that governs these suits.

Step 2: Detailed Explanation:

Let's identify the subject matter of the given Orders of the CPC:

- **(A) Order XXXII (O.32):** Deals with Suits by or Against Minors and Persons of Unsound Mind.
- **(B) Order XXXIV (O.34):** Deals with Suits Relating to Mortgages of Immovable Property.
- **(C) Order XXXV (O.35):** Deals with Interpleader Suits.
- **(D) Order XXXIII (O.33):** Deals with Suits by Indigent Persons. This Order lays down the procedure for an application to sue as an indigent person, the inquiry into their means, and the consequences of the application being allowed or rejected.

Therefore, the correct provision is Order XXXIII.

Step 3: Final Answer:

The provision under the CPC that relates to suits by indigent persons is **Order XXXIII (O.33)**.

Quick Tip

For CPC exams, it's crucial to memorize the subject matter of key Orders, especially those dealing with special types of suits like Order 32 (Minors), Order 33 (Indigents), Order 35 (Interpleader), and Order 37 (Summary Suits).

16. S.5 of the Limitation Act, 1963 enables the court to condone delay in filing _____ on sufficient satisfaction of sufficient cause.

- (A) appeal or application
- (B) appeal, suit and application
- (C) appeal, petition and counter petition
- (D) appeal, petition, suit, and counter petition

Correct Answer: (A) appeal or application

Solution:

Step 1: Understanding the Concept:

The Limitation Act, 1963 prescribes specific time periods within which legal actions must be initiated. Section 5 of the Act provides a crucial exception, allowing courts to admit certain proceedings even after the prescribed time has expired, provided the party can show "sufficient cause" for the delay. The question asks about the scope of proceedings to which Section 5 applies.

Step 2: Detailed Explanation:

The text of Section 5 of the Limitation Act, 1963 begins: "Any **appeal** or any **application**, other than an application under any of the provisions of Order XXI of the Code of Civil Procedure, 1908, may be admitted after the prescribed period if the appellant or the applicant satisfies the court that he had sufficient cause for not preferring the appeal or making the application within such period."

The key points to note are:

- The section explicitly applies to **appeals** and **applications**.
- It explicitly **does not apply** to the institution of original **suits**. The rationale is that a plaintiff has ample time to decide to file a suit, and allowing condonation of delay for suits would create uncertainty and disturb vested rights of the defendant.

- It also excludes applications for execution under Order XXI of the CPC.

Therefore, the court's power to condone delay under Section 5 is restricted to appeals and applications only.

Step 3: Final Answer:

Section 5 of the Limitation Act enables the court to condone delay in filing an **appeal or application**.

Quick Tip

This is a very important and frequently tested point. Remember the golden rule for Section 5 of the Limitation Act: **It applies to appeals and applications, but NEVER to original suits.**

17. Limitation period prescribed in filing a suit by a mortgagor to recover possession of immoveable property mortgaged

- (A) 20 years
- (B) 12 years
- (C) 10 years
- (D) 30 years

Correct Answer: (D) 30 years

Solution:

Step 1: Understanding the Concept:

The question asks for the specific period of limitation for a suit filed by a mortgagor (the person who mortgages the property) to get back possession of the mortgaged property. This is related to the right of redemption. The limitation periods for various types of suits are prescribed in the Schedule to the Limitation Act, 1963.

Step 2: Detailed Explanation:

We need to refer to the Schedule of the Limitation Act, 1963.

- **Article 61** of the Schedule deals with suits by a mortgagor.
- **Article 61(a)** specifically provides the limitation period for a suit "By a mortgagor - to redeem or **recover possession of immovable property mortgaged**".
- The period of limitation prescribed under this article is **Thirty years**. The time from which the period begins to run is "When the right to redeem or to recover possession accrues."

In contrast, the period for a mortgagee to file a suit for foreclosure is also 30 years (Article 63a), while the period for a suit for possession of immovable property based on title is 12 years (Article 65).

Step 3: Final Answer:

The limitation period for a mortgagor to file a suit to recover possession of the mortgaged immovable property is **30 years**.

Quick Tip

For limitation questions, remember the key periods for property-related suits:

- Suit for possession based on title: 12 years (Art. 65)
- Suit for redemption/recovery by mortgagor: 30 years (Art. 61a)
- Suit for foreclosure by mortgagee: 30 years (Art. 63a)

18. Which are the provisions under Indian Evidence Act, 1872 that deals with relevancy of opinion of experts

- (A) Ss.49&50
- (B) Ss.23&24
- (C) Ss. 45&46
- (D) Ss.81 & 82

Correct Answer: (C) Ss. 45&46

Solution:

Step 1: Understanding the Concept:

The general rule of evidence is that witnesses should testify about facts they have personally perceived, not give their opinions. However, the Indian Evidence Act, 1872, carves out an exception for cases where the court needs assistance on technical or specialized subjects. In such cases, the opinions of persons specially skilled in those subjects, i.e., experts, become relevant.

Step 2: Detailed Explanation:

The relevant provisions concerning expert opinion are:

- **Section 45: Opinions of experts.** This is the primary section. It states that when the court has to form an opinion upon a point of foreign law, or of science or art, or as to identity of handwriting or finger impressions, the opinions upon that point of persons specially skilled in such fields (experts) are relevant facts.
- **Section 46: Facts bearing upon opinions of experts.** This section makes relevant any facts, not otherwise relevant, which either support or are inconsistent with the opinions

of experts. For example, if an expert opines that a poison caused death, the fact that the deceased showed symptoms consistent with that poison is relevant to support the opinion.

Let's look at the other options:

- Ss. 23 & 24 deal with admissions in civil cases and confessions caused by inducement, threat or promise.
- Ss. 49 & 50 deal with opinions as to usages, tenets, etc., and opinion on relationship.
- Ss. 81 & 82 deal with presumptions as to Gazettes, newspapers, etc., and presumption as to document admissible in England without proof of seal or signature.

Step 3: Final Answer:

The provisions dealing with the relevancy of the opinion of experts are **Sections 45 and 46** of the Indian Evidence Act, 1872.

Quick Tip

Remember the five fields mentioned in Section 45 for expert opinion: foreign law, science, art, handwriting, and finger impressions. This list is illustrative, not exhaustive, and has been expanded by courts to include other areas of expertise.

19. The contents of documents may be proved either by

- (A) Primary evidence or by secondary evidence
- (B) Direct evidence or circumstantial evidence
- (C) Primary evidence or documentary evidence
- (D) Primary evidence or direct evidence

Correct Answer: (A) Primary evidence or by secondary evidence

Solution:

Step 1: Understanding the Concept:

The Indian Evidence Act, 1872, lays down specific rules for proving the contents of a document. A document's content speaks for itself, and the Act specifies the types of evidence that are admissible for this purpose.

Step 2: Detailed Explanation:

Section 61 of the Indian Evidence Act provides the answer directly. It states: "**The contents of documents may be proved either by primary or by secondary evidence.**"

- **Primary Evidence** is defined in Section 62 as the document itself produced for the inspection of the court. It is considered the best evidence.

- **Secondary Evidence** is defined in Section 63 and includes things like certified copies, copies made from the original by mechanical processes, counterparts of documents, or oral accounts of the contents by a person who has seen the original. Secondary evidence is generally admissible only when the primary evidence is unavailable for reasons specified in Section 65.

The other options are incorrect pairings:

- Direct and circumstantial evidence are types of evidence related to proving a fact in issue, not specifically for proving the contents of a document.
- Documentary evidence is the category to which primary and secondary evidence belong; it's not a method of proof in itself to be contrasted with primary evidence.

Step 3: Final Answer:

According to Section 61 of the Evidence Act, the contents of documents may be proved either by **Primary evidence** or by **secondary evidence**.

Quick Tip

Remember the hierarchy: To prove a document, the law demands the **best evidence**, which is the primary evidence (the original document). Secondary evidence is only a substitute and is allowed under specific circumstances (like when the original is lost or in the opponent's possession).

20. Oral accounts of the contents of a document given by some person who has himself seen it is

- (A) Direct evidence
- (B) Circumstantial evidence
- (C) Best evidence
- (D) Secondary evidence

Correct Answer: (D) Secondary evidence

Solution:

Step 1: Understanding the Concept:

The question asks to classify a specific type of evidence: a verbal testimony about what a document contained, given by someone who has personally read or seen that document. This falls under the rules for documentary evidence in the Indian Evidence Act, 1872.

Step 2: Detailed Explanation:

We need to refer to the definition of "Secondary Evidence" under the Act.

- **Section 63** of the Indian Evidence Act defines the kinds of secondary evidence.

- **Clause (5) of Section 63** explicitly states that secondary evidence includes “**oral accounts of the contents of a document given by some person who has himself seen it.**”

Therefore, such testimony is not direct evidence of the facts in the document, nor is it the “best evidence” (which would be the original document itself). It is a recognized form of secondary evidence, which may be admissible if the conditions for giving secondary evidence under Section 65 are met (e.g., the original document is lost or destroyed).

Step 3: Final Answer:

An oral account of a document’s contents by a person who has seen it is classified as **Secondary evidence**.

Quick Tip

Be clear on the five types of secondary evidence listed in Section 63. Oral accounts under Section 63(5) are the only form of oral evidence that can be used to prove the contents of a document. All other types of secondary evidence are themselves documents (e.g., certified copies, photocopies).

21. “The DNA test cannot rebut the conclusive presumption, envisaged under S.112 of the Indian Evidence Act. The parties can avoid the rigor of such conclusive presumption only by proving non- access which is a negative proof.” It was so held in which case

- (A) ShaikFakruddin v. Shaik Mohammed Hasan AIR 2006 AP 48
- (B) Siddaramesh v. State of Karnataka (2010) 3SCC 152
- (C) Kailash v. State of Madhya Pradesh AIR 2007SC107
- (D) Somwant v. State of Punjab, AIR 1963-SC 151

Correct Answer: (D) Somwant v. State of Punjab, AIR 1963-SC 151

Solution:

Step 1: Understanding the Concept:

The question relates to the legal principle of “conclusive proof” under the Indian Evidence Act, specifically in the context of Section 112, which deals with the presumption of legitimacy of a child born during a valid marriage. A conclusive presumption is a rule of law that a court is bound to accept and cannot be rebutted by any counter-evidence. The question asks for the case that established the foundational principle behind the rigidity of such presumptions.

Step 2: Detailed Explanation:

Section 112 of the Evidence Act creates a conclusive presumption that a child born during the continuance of a valid marriage between his mother and any man is the legitimate son of that

man. The only way to rebut this presumption is by proving that the parties to the marriage had **no access** to each other at any time when he could have been begotten.

The statement in the question reflects a strict interpretation of this rule, suggesting that even scientific evidence like a DNA test cannot be used to disprove paternity if the condition of "non-access" is not met. While the jurisprudence on the conflict between DNA evidence and Section 112 has evolved over time (with later judgments allowing DNA tests in certain situations), the foundational principle for the strength of a "conclusive presumption" comes from the case of **Somwanti & Co. v. State of Punjab, AIR 1963 SC 151**.

In **Somwanti**, the Supreme Court explained the meaning of "conclusive proof" as defined in Section 4 of the Evidence Act. It held that where one fact is declared by the Act to be conclusive proof of another, the Court, upon proof of the first fact, must regard the second as proved and **shall not allow evidence to be given for the purpose of disproving it**.

Although *Somwanti* was not a case about paternity or DNA, it is the landmark authority that explains the legal mechanism of conclusive proof, which is the basis of Section 112. Therefore, it provides the legal reasoning for the statement in the question.

Step 3: Final Answer:

The foundational principle regarding the irrebuttable nature of a "conclusive proof" was authoritatively laid down in **Somwant v. State of Punjab, AIR 1963-SC 151**.

Quick Tip

For questions involving "conclusive proof" or "conclusive presumption" under the Evidence Act, the case of *Somwanti v. State of Punjab* is a key authority to remember. It defines the very nature of this type of legal presumption.

22. The statements of dead persons are relevant under which provision

- (A) S.48
- (B) S.49
- (C) S.32 (4)
- (D) S.13 (a)

Correct Answer: (C) S.32 (4)

Solution:

Step 1: Understanding the Concept:

The question refers to an exception to the general rule against hearsay evidence. Hearsay evidence (a statement made by a person not before the court) is generally inadmissible. However, the Indian Evidence Act makes certain statements made by persons who are dead, cannot be

found, or are otherwise unavailable to testify, relevant and admissible.

Step 2: Detailed Explanation:

The primary provision governing the admissibility of statements by persons who cannot be called as witnesses is **Section 32** of the Indian Evidence Act. This section is titled "Cases in which statement of relevant fact by person who is dead or cannot be found, etc., is relevant." It contains eight clauses listing different circumstances under which such statements are admissible.

Let's analyze the options:

- (A) S.48 deals with the relevancy of opinion as to the existence of a general custom or right.
- (B) S.49 deals with the relevancy of opinion as to usages, tenets, etc.
- (C) S.32 (4) is a clause within Section 32. It makes a statement of a deceased person relevant if it gives an opinion as to the existence of any public right or custom or matter of public or general interest, made before any controversy had arisen. Since this option falls under the main Section 32, which deals with statements of dead persons, it is the correct choice among the given options.
- (D) S.13 (a) deals with facts which are relevant when any right or custom is in question, such as any transaction by which the right or custom was created, claimed, modified, etc.

While Section 32 in its entirety covers statements of dead persons, S.32(4) is the only option provided from that section, making it the correct answer. The most famous clause, S.32(1), pertains to dying declarations.

Step 3: Final Answer:

The statements of dead persons are made relevant under the provisions of Section 32 of the Evidence Act, and option **S.32 (4)** is a part of that provision.

Quick Tip

Section 32 is a crucial exception to the hearsay rule. Remember its most famous application: Section 32(1), the Dying Declaration. However, be aware that the section has seven other clauses making statements relevant in various contexts, such as in the course of business (S.32(2)) or against pecuniary interest (S.32(3)).

23. "Witnesses are the eyes and ears of Justice". Whose statement is this

- (A) Lord Atkin
- (B) Bentham
- (C) Lord Denning
- (D) Phipson

Correct Answer: (B) Bentham

Solution:

Step 1: Understanding the Concept:

The question asks to identify the source of a famous legal maxim that highlights the fundamental importance of witnesses in the administration of justice. The metaphor emphasizes that courts are blind and deaf to the facts of a case until they are illuminated by the testimony of witnesses.

Step 2: Detailed Explanation:

This powerful and widely quoted statement is attributed to **Jeremy Bentham**, an English philosopher, jurist, and social reformer regarded as the founder of modern utilitarianism. Bentham wrote extensively on judicial procedure and the law of evidence. He believed that the primary goal of the legal system should be the pursuit of truth and that procedural rules should be designed to maximize the discovery of facts. In his view, witnesses were the primary conduit through which the court could perceive the reality of the events in dispute. Hence, he referred to them as the "eyes and ears of justice."

Step 3: Final Answer:

The statement "Witnesses are the eyes and ears of Justice" is attributed to **Bentham**.

Quick Tip

Associating key legal maxims with their originators is useful for law exams. Jeremy Bentham is a central figure in the theory of evidence, so quotes about witnesses, proof, and judicial procedure are often linked to him.

24. An accomplice is unworthy of credit unless he is corroborated in material particulars is a

- (A) presumption of fact
- (B) presumption of law
- (C) conclusive proof
- (D) none of the above

Correct Answer: (A) presumption of fact

Solution:

Step 1: Understanding the Concept:

The question deals with the evidentiary value of the testimony of an accomplice (a partner in crime). The law treats such evidence with caution, and the statement describes the general rule of prudence followed by courts. We need to classify this rule as a type of presumption.

Step 2: Detailed Explanation:

There are two key sections in the Indian Evidence Act, 1872, that deal with accomplice evidence:

1. **Section 133:** This section lays down the rule of law. It states that an accomplice shall be a competent witness against an accused person, and a conviction is not illegal merely because it proceeds upon the uncorroborated testimony of an accomplice.
2. **Section 114, Illustration (b):** This section lays down the rule of prudence. It states that the Court **may presume** "that an accomplice is unworthy of credit, unless he is corroborated in material particulars."

The key phrase here is "may presume." Under Section 4 of the Evidence Act, wherever the Act provides that the court "may presume" a fact, it may either regard such fact as proved, unless and until it is disproved, or may call for proof of it. This is a discretionary presumption, based on the common course of human conduct and public and private business. Such discretionary presumptions are known as **presumptions of fact** (*presumptiones hominis*).

In contrast, a "presumption of law" (*presumptiones juris*) is one where the court is bound to presume a fact ("shall presume") until it is disproved. "Conclusive proof" is even stronger, where no evidence is allowed to disprove the presumed fact.

Since the rule regarding corroboration of an accomplice is a discretionary one under Section 114, it is a presumption of fact.

Step 3: Final Answer:

The rule that an accomplice is unworthy of credit unless corroborated is a **presumption of fact**.

Quick Tip

Remember the distinction created by the Evidence Act: **May Presume** = Presumption of Fact (discretionary). **Shall Presume** = Rebuttable Presumption of Law (mandatory until disproved). **Conclusive Proof** = Irrebuttable Presumption of Law. The accomplice rule falls into the first category.

25. Patent ambiguity in interpreting documents renders it

- (A) Curable
- (B) In-curable
- (C) Curable and incurable
- (D) none of the above

Correct Answer: (B) In-curable

Solution:

Step 1: Understanding the Concept:

The question is about a rule of interpretation for documents under the Indian Evidence Act,

1872. An ambiguity is an uncertainty of meaning in the language of a document. The Act distinguishes between two types of ambiguities: patent and latent.

Step 2: Detailed Explanation:

Patent Ambiguity (*Ambiguitas Patens*):

- This is an ambiguity that is obvious or apparent on the very face of the document. The defect is inherent in the language used.
- **Section 93** of the Indian Evidence Act deals with this. It states: "When the language used in a document is, on its face, ambiguous or defective, evidence may not be given of facts which would show its meaning or supply its defects."
- For example, if a deed says "A agrees to sell to B his white horse for rupees one thousand or rupees two thousand," the price is ambiguous on the face of it. The court will not allow oral evidence to show which price was intended.
- Because extrinsic evidence is not allowed to clarify the ambiguity, a patent ambiguity is considered **incurable**. The document may be rendered void for uncertainty.

Latent Ambiguity (*Ambiguitas Latens*):

- This is a hidden ambiguity. The language of the document is clear on its face, but the ambiguity arises when the language is applied to the external facts.
- This is dealt with in Sections 95, 96, and 97. For example, "A agrees to sell to B 'my house in Kolkata'." If A has multiple houses in Kolkata, a latent ambiguity arises.
- In such cases, extrinsic evidence is admissible to show which house was intended. Therefore, a latent ambiguity is **curable**.

Step 3: Final Answer:

A patent ambiguity in a document is considered **In-curable** because extrinsic evidence cannot be admitted to explain or remove it.

Quick Tip

Remember the Latin maxim: *Ambiguitas patens is incurable*. An easy way to remember is: If the problem is **P**atently obvious on the page, the court won't help you fix it. If the problem is **L**atent (hidden), the court will **L**et you bring in evidence to explain it.

26. Promoting enmity between different groups on grounds of religion, race, place of birth, residence, language, etc. and doing acts prejudicial to maintenance of harmony is an offence under which provision of Indian Penal code

- (A) S.120A
- (B) S.120B
- (C) S.153A

(D) S.226

Correct Answer: (C) S.153A

Solution:

Step 1: Understanding the Concept:

The question asks to identify the specific section of the Indian Penal Code (IPC), 1860, that criminalizes acts of promoting hatred, enmity, or ill-will between different groups of people on various grounds, thereby disturbing public tranquility. This is a key provision related to hate speech and public order.

Step 2: Detailed Explanation:

Let's analyze the given sections:

- **S.120A:** Defines the offence of criminal conspiracy.
- **S.120B:** Provides punishment for criminal conspiracy.
- **S.153A:** This section specifically deals with the offence of "Promoting enmity between different groups on grounds of religion, race, place of birth, residence, language, etc., and doing acts prejudicial to maintenance of harmony." The language of the question is a direct reflection of the title and content of this section.
- **S.226:** This section has been repealed. It originally dealt with the unlawful return from transportation.

Based on the analysis, the offence described in the question is squarely covered by Section 153A of the IPC.

Step 3: Final Answer:

The correct provision for the described offence is **S.153A**.

Quick Tip

Remember the key "hate speech" provisions in IPC: **S.153A** (promoting enmity between groups), **S.153B** (imputations prejudicial to national integration), and **S.295A** (deliberate acts to outrage religious feelings). Differentiate them based on their specific ingredients.

27. The gist of this offence is meeting of minds

- (A) S.120A
- (B) S.133
- (C) S.221

(D) S.340

Correct Answer: (A) S.120A

Solution:

Step 1: Understanding the Concept:

The phrase "meeting of minds" in criminal law refers to an agreement between two or more persons to commit an illegal act or a legal act by illegal means. This agreement itself is the core element, or "gist," of a specific offence.

Step 2: Detailed Explanation:

Let's examine the options:

- **(A) S.120A:** This section defines "criminal conspiracy." It states that when two or more persons agree to do an illegal act, or a legal act by illegal means, such an agreement is designated a criminal conspiracy. The very essence of conspiracy is this agreement or "meeting of minds." The offence is complete the moment the agreement is made, even if no overt act follows (except for agreements to commit an offence, where the agreement itself is enough).
- **(B) S.133:** Deals with abetment of assault by a soldier, sailor or airman on his superior officer.
- **(C) S.221:** Deals with the intentional omission to apprehend on the part of a public servant.
- **(D) S.340:** Defines the offence of wrongful confinement.

The only offence where the "meeting of minds" or agreement is the central element is criminal conspiracy, defined under S.120A.

Step 3: Final Answer:

The offence whose gist is the "meeting of minds" is criminal conspiracy, defined in **S.120A**.

Quick Tip

Don't confuse "meeting of minds" (consensus ad idem) in contract law with its application in criminal law. In criminal law, it specifically points to the agreement in a **criminal conspiracy (S.120A)**. The crime is the agreement itself.

28. A places men with firearms at the outlets of a building and tells B that they will fire at B if B attempts to leave the building. What is the offence committed by A as against B

- (A) Wrongful restraint
- (B) Wrongful confinement
- (C) Refusal to leave the place
- (D) None of the above

Correct Answer: (B) Wrongful confinement

Solution:

Step 1: Understanding the Concept:

This question requires distinguishing between two related offences against personal liberty under the IPC: wrongful restraint and wrongful confinement. The key difference lies in the extent of the restriction of movement.

Step 2: Detailed Explanation:

- **Wrongful Restraint (Section 339 IPC):** This offence is committed when a person voluntarily obstructs another so as to prevent that person from proceeding in **any direction** in which that person has a right to proceed. The obstruction is partial; other directions are still open. For example, blocking a person's path on a public road.
- **Wrongful Confinement (Section 340 IPC):** This is an aggravated form of wrongful restraint. It involves wrongfully restraining a person in such a manner as to prevent that person from proceeding beyond certain **circumscribing limits**. The restriction is total.

In the given scenario, A places men at all the outlets of a building. This prevents B from leaving the building from any direction. B's liberty of movement is completely curtailed within the confines of the building. This fits the definition of wrongful confinement.

Step 3: Final Answer:

The offence committed by A is **Wrongful confinement**.

Quick Tip

A simple way to distinguish: **Restraint** is blocking a **path** (one direction). **Confinement** is creating a **boundary** (all directions). If a person is locked in a room, it's confinement. If their way is blocked on a street, it's restraint.

29. Adulteration of food or drink intended for sale is punishable under

- (A) S.227
- (B) S.272
- (C) S.277

(D) S.273

Correct Answer: (B) S.272

Solution:

Step 1: Understanding the Concept:

The question asks for the specific provision in the IPC that punishes the act of adulterating food or drink. This falls under the chapter on offences affecting public health, safety, convenience, decency, and morals.

Step 2: Detailed Explanation:

Let's analyze the relevant sections of the IPC:

- **S.227:** Deals with violation of condition of remission of punishment. It is irrelevant to the question.
- **S.272:** This section is titled "Adulteration of food or drink intended for sale." It penalizes the act of adulterating any article of food or drink, so as to make such article noxious as food or drink, with the intention to sell it or knowing it is likely to be sold. This perfectly matches the question.
- **S.277:** Deals with "Fouling water of public spring or reservoir."
- **S.273:** This section is related but distinct. It punishes the "Sale of noxious food or drink." It penalizes the act of selling, or offering for sale, any food or drink which has been rendered noxious.

The question specifically asks about the act of **adulteration**, not the act of selling. Therefore, Section 272 is the correct answer.

Step 3: Final Answer:

The adulteration of food or drink intended for sale is punishable under **S.272**.

Quick Tip

Remember the distinction: **S.272** punishes the **manufacturer/adulterator**. **S.273** punishes the **seller**. The act of adulterating is distinct from the act of selling the adulterated product.

30. Voluntarily causing grievous hurt to deter public servant from his duty is

- (A) Cognisable & non- bailable offence
- (B) Non cognisable & bailable offence
- (C) Cognisable and bailable offence

(D) None of the above

Correct Answer: (A) Cognisable & non- bailable offence

Solution:

Step 1: Understanding the Concept:

The question asks for the classification of a specific offence under the IPC. The classification (Cognizable/Non-cognizable and Bailable/Non-bailable) determines the powers of the police to arrest and the right of the accused to be released on bail. This information is provided in the First Schedule of the Code of Criminal Procedure, 1973.

Step 2: Detailed Explanation:

1. **Identify the Offence:** The offence described is "Voluntarily causing grievous hurt to deter public servant from his duty." This is specifically defined under **Section 333 of the IPC**.
2. **Refer to the First Schedule of CrPC:** We need to look up Section 333 IPC in the First Schedule of the CrPC to find its classification.
3. **Classification:** According to the First Schedule:
 - The offence under Section 333 IPC is **Cognizable**. A cognizable offence is one in which a police officer can arrest without a warrant.
 - The offence under Section 333 IPC is **Non-bailable**. A non-bailable offence is one where the accused does not have a right to be released on bail; it is at the discretion of the court.

Therefore, the offence is both cognizable and non-bailable.

Step 3: Final Answer:

The offence of voluntarily causing grievous hurt to a public servant to deter them from their duty is a **Cognisable & non- bailable offence**.

Quick Tip

As a general rule, serious offences, especially those against the human body (like grievous hurt) and those committed against public servants in the line of duty, are classified as cognizable and non-bailable to reflect their gravity.

31. A obtains property from Z by saying- "Your child is in the hands of my gang and will be put to death unless you send us Rs.10,000/-." This offence is

- (A) Robbery
- (B) Extortion
- (C) Dacoity
- (D) None of the above

Correct Answer: (B) Extortion

Solution:

Step 1: Understanding the Concept:

The question describes a scenario of obtaining property through threats and asks to identify the specific offence under the IPC. This requires a careful analysis of the elements of extortion and robbery.

Step 2: Detailed Explanation:

- **Extortion (Section 383 IPC):** The essential ingredients of extortion are:
 1. Intentionally putting a person in fear of any injury (to themselves or another).
 2. Dishonestly inducing the person so put in fear to deliver any property or valuable security.

In the given scenario, A puts Z in fear of injury (death) to Z's child and thereby dishonestly induces Z to deliver property (Rs. 10,000). All the elements of extortion are met.
- **Robbery (Section 390 IPC):** Robbery is an aggravated form of either theft or extortion. For extortion to become robbery, the offender must, at the time of committing the extortion, be **in the presence** of the person put in fear, and commit the extortion by putting that person in fear of **instant death, instant hurt, or instant wrongful restraint**. In this case, the threat is of future harm ("will be put to death") and there is no indication that A is in the presence of Z when making the threat and receiving the money. The element of "instant" fear and "presence" is missing. Therefore, it is not robbery.
- **Dacoity (Section 391 IPC):** Dacoity is robbery committed by five or more persons. Since the offence is not robbery, it cannot be dacoity.

Step 3: Final Answer:

The offence committed is **Extortion**.

Quick Tip

The key to distinguishing extortion from robbery is the element of **immediacy**. Robbery requires the threat of **instant** harm and the **presence** of the offender. If the threat relates to future harm, it is extortion.

32. Which provision under Criminal procedure Code, 1973 deals with the procedure to be adopted by the Magistrate to record confessions and statements?

- (A) S.164
- (B) S.162
- (C) S.163
- (D) S.164 A

Correct Answer: (A) S.164

Solution:

Step 1: Understanding the Concept:

The question asks for the specific section in the Code of Criminal Procedure (CrPC) that lays down the detailed procedure for a Magistrate to record a confession made by an accused or a statement made by a witness during the course of an investigation. This is a crucial procedural safeguard to ensure voluntariness and reliability.

Step 2: Detailed Explanation:

Let's analyze the given sections of the CrPC:

- **(A) S.164:** This section is titled "Recording of confessions and statements." It empowers any Metropolitan Magistrate or Judicial Magistrate to record any confession or statement made to them in the course of an investigation. It lays down mandatory safeguards, such as warning the accused that they are not bound to make a confession and that if they do so, it may be used as evidence against them. This is the correct provision.
- **(B) S.162:** This section states that statements made to a police officer during an investigation and recorded in writing shall not be signed by the maker and bars their use as substantive evidence.
- **(C) S.163:** This section prohibits any inducement, threat, or promise by police officers or persons in authority to extract a confession.
- **(D) S.164A:** This section deals with the medical examination of the victim of rape.

Thus, the specific procedure for a magistrate to record confessions and statements is detailed in Section 164.

Step 3: Final Answer:

The provision that deals with the procedure for recording confessions and statements by a Magistrate is **S.164**.

Quick Tip

Remember S.164 as the gateway for converting an extra-judicial statement/confession (often made during police investigation) into a judicial one with high evidentiary value. The Magistrate's role here is judicial, not investigative, and is filled with safeguards.

33. Any police officer may without an order from a Magistrate and without a warrant, arrest any person who obstructs a police officer while in the execution of his duty, or who has escaped, or attempts to escape, from lawful custody under which section

- (A) S.41 (a)
- (B) S.41 (c)
- (C) S.41 (e)
- (D) S.41 (d)

Correct Answer: (C) S.41 (e)

Solution:

Step 1: Understanding the Concept:

The question asks for the specific clause under Section 41 of the CrPC that grants a police officer the power to arrest a person without a warrant under the circumstances of obstruction of duty or escape from custody. Section 41 lists the various situations where this power can be exercised.

Step 2: Detailed Explanation:

Let's examine the relevant sub-sections of Section 41(1) of the CrPC:

- **(A) S.41(1)(a):** Pertains to a person who commits a cognizable offence in the presence of a police officer.
- **(B) S.41(1)(c):** Pertains to a person who has been proclaimed as an offender.
- **(C) S.41(1)(e):** This clause states that a police officer may arrest any person "who obstructs a police officer while in the execution of his duty, or who has escaped, or attempts to escape, from lawful custody." This clause directly matches the wording of the question.
- **(D) S.41(1)(d):** Pertains to a person in whose possession anything is found which may reasonably be suspected to be stolen property.

The scenario described in the question is explicitly covered by Section 41(1)(e).

Step 3: Final Answer:

The power to arrest a person who obstructs a police officer or escapes from custody is provided under **S.41(1)(e)** of the CrPC. The option references S.41(e).

Quick Tip

Section 41 is the cornerstone of the police's power of arrest without a warrant. It is crucial to be familiar with its various clauses, especially (a) for cognizable offences in presence, (b) for cognizable offences based on information, and (e) for obstruction/escape.

34. The Plea Bargaining is applicable only in respect of those offences for which punishment of imprisonment is up to a period of

- (A) 7 years
- (B) 2 years
- (C) 10 years
- (D) 5 years

Correct Answer: (A) 7 years

Solution:

Step 1: Understanding the Concept:

Plea bargaining, introduced in India through Chapter XXIA of the CrPC, is a pre-trial negotiation between the accused and the prosecution where the accused agrees to plead guilty in exchange for a lesser punishment or a reduced charge. The question asks about the scope of its applicability based on the quantum of punishment for the offence.

Step 2: Detailed Explanation:

Section 265A of the CrPC lays down the applicability of this chapter. It states that plea bargaining shall apply in respect of an accused against whom a report has been forwarded by the police under section 173 alleging that an offence has been committed, **other than an offence for which the punishment of death or of imprisonment for life or of imprisonment for a term exceeding seven years has been provided.**

This means that plea bargaining is applicable only for offences where the maximum punishment is imprisonment for a term of **up to seven years**. It is not available for more serious offences. It also excludes offences affecting the socio-economic condition of the country or offences committed against a woman or a child below the age of fourteen years.

Step 3: Final Answer:

Plea bargaining is applicable for offences for which the punishment of imprisonment is up to a period of **7 years**.

Quick Tip

Remember the "7-year rule" for plea bargaining. If the maximum sentence for an offence exceeds 7 years (or is death/life), plea bargaining is not an option. This is a common and important point to remember from Chapter XXIA of the CrPC.

35. Which provision under the Code provides the indication as to the rule against double jeopardy?

- (A) S.300
- (B) S.305
- (C) S.309
- (D) S.311

Correct Answer: (A) S.300

Solution:

Step 1: Understanding the Concept:

The rule against double jeopardy is a legal principle which states that a person cannot be tried or punished for the same offence more than once. This fundamental right is enshrined in Article 20(2) of the Constitution of India. The question asks for the procedural embodiment of this rule within the Code of Criminal Procedure (CrPC).

Step 2: Detailed Explanation:

Let's analyze the given sections of the CrPC:

- **(A) S.300:** This section is titled "Person once convicted or acquitted not to be tried for same offence." It provides the detailed procedural rules based on the principles of *autrefois acquit* (previously acquitted) and *autrefois convict* (previously convicted). It is the direct and comprehensive procedural counterpart to the constitutional protection against double jeopardy.
- **(B) S.305:** Deals with the procedure when a corporation or registered society is an accused.
- **(C) S.309:** Deals with the power to postpone or adjourn proceedings.
- **(D) S.311:** Gives the court the power to summon material witnesses or examine persons present.

Clearly, Section 300 is the specific provision that lays down the rule against double jeopardy in the CrPC.

Step 3: Final Answer:

The provision in the CrPC that indicates the rule against double jeopardy is **S.300**.

Quick Tip

Connect the constitutional right with its procedural law counterpart: **Article 20(2)** of the Constitution (Fundamental Right) is implemented through **Section 300** of the CrPC (Procedural Rule). Both deal with protection against double jeopardy.

36. "If an accused is charged of a major offence but is not found guilty thereunder, he can be convicted of minor offence, if the facts established indicate that such minor offence has been committed." It was so upheld in which case

- (A) Sangarabonia Sreenu vs. State of Andhra Pradesh
- (B) State of Himachal Pradesh vs. Tara Dutta
- (C) Shamsheer Singh vs. State of Punjab
- (D) Nalini vs. State of Tamilnadu,

Correct Answer: (A) Sangarabonia Sreenu vs. State of Andhra Pradesh

Solution:

Step 1: Understanding the Concept:

The question refers to a principle codified in Section 222 of the CrPC. This section allows for the conviction of an accused for a minor offence even if they were charged with a major offence, provided the evidence on record proves the commission of the minor offence. This principle prevents the failure of justice on technical grounds. The question asks for a Supreme Court case that has upheld and explained this principle.

Step 2: Detailed Explanation:

The legal principle is based on Section 222(1) CrPC, which states: "When a person is charged with an offence consisting of several particulars, a combination of some only of which constitutes a complete minor offence, and such combination is proved, but the remaining particulars are not proved, he may be convicted of the minor offence, though he was not charged with it." The Supreme Court has interpreted and applied this section in several cases. In the case of **Sangarabonia Sreenu vs. State of Andhra Pradesh, (1997) 4 SCC 314**, the court extensively discussed this principle. It held that if an accused is charged with a major offence, he can be convicted of a minor one, which is a component of the major offence. For example, a person charged with murder (S.302 IPC) can be convicted of culpable homicide not amounting to murder (S.304 IPC) or even grievous hurt (S.325 IPC) if the evidence supports it, as the accused had notice of the facts constituting the minor offence.

Step 3: Final Answer:

The principle was upheld and elaborated upon in the case of **Sangarabonia Sreenu vs. State of Andhra Pradesh**.

Quick Tip

Remember Section 222 CrPC as the "lesser included offence" rule. The key test is whether the accused had notice of the ingredients of the minor offence from the charge framed for the major offence, ensuring no prejudice is caused to the defence.

37. "Provisions of S.195 of the Code are mandatory and non-compliance of it would vitiate the prosecution and all other consequential orders". In which case the court upheld so

- (A) C. Muniappan v. State of Tamilnadu
- (B) Kishun Singh v. State of Bihar
- (C) State of Karnataka v. Pastor P. Raju
- (D) None of the above

Correct Answer: (A) C. Muniappan v. State of Tamilnadu

Solution:

Step 1: Understanding the Concept:

Section 195 of the CrPC creates a bar on the court's power to take cognizance of certain offences except on the written complaint of the concerned public servant or the court. These offences typically relate to contempt of the lawful authority of public servants, giving false evidence, and offences against public justice. The question asks for a landmark case that affirmed the mandatory nature of this provision.

Step 2: Detailed Explanation:

The purpose of Section 195 CrPC is to prevent vexatious and private prosecution for certain offences which are primarily against public justice or the authority of public servants. It acts as a filter. The Supreme Court has repeatedly held that this provision is not merely procedural but creates a substantive bar on the court's jurisdiction.

In the case of **C. Muniappan & Ors. v. State of Tamil Nadu, (2010) 9 SCC 567**, the Supreme Court emphatically held that the provisions of Section 195 of the CrPC are mandatory. The Court ruled that a court cannot take cognizance of any of the offences mentioned therein unless there is a written complaint by the public servant concerned as required by the said section. Non-compliance with this mandatory requirement would render the entire prosecution illegal and void from its inception (*ab initio*). The court stated that the lack of such a complaint is a non-curable defect and it would vitiate the entire proceedings.

Step 3: Final Answer:

The mandatory nature of Section 195 CrPC was strongly upheld in **C. Muniappan v. State of Tamilnadu**.

Quick Tip

Remember S.195 CrPC as a jurisdictional bar. If the offence falls under S.195, the court's power to even hear the case is dependent on a proper complaint from the specified authority. A police report (challan) is not sufficient.

38. Order granting anticipatory bail becomes operative becomes operative

- (A) on arrest
- (B) on passing of the order by the court
- (C) prior to arrest
- (D) none of the above

Correct Answer: (A) on arrest

Solution:

Step 1: Understanding the Concept:

Anticipatory bail, governed by Section 438 of the CrPC, is a pre-arrest legal remedy. A person who apprehends being arrested on an accusation of having committed a non-bailable offence may apply to the High Court or the Court of Session for a direction under this section. The question asks at what point this direction or order actually takes effect.

Step 2: Detailed Explanation:

An order of anticipatory bail is not a blanket immunity from arrest. It is a direction to the police or any other authority that **if** the person is arrested, they shall be released on bail. The wording of Section 438(1) is key: "...direct that in the event of such arrest, he shall be released on bail."

This means the order is contingent upon the arrest of the person. It does not prevent the arrest itself, but it ensures immediate release on bail once the arrest is made. Therefore, the order lies dormant until the moment of arrest and becomes operative at that precise point. It is not operative from the moment it is passed by the court, nor does it operate prior to arrest. Its entire purpose is to be triggered by the event of arrest.

Step 3: Final Answer:

An order granting anticipatory bail becomes operative **on arrest**.

Quick Tip

Think of anticipatory bail as a "pre-approved" bail bond. It doesn't stop the police from making an arrest (which is a formal procedure), but it ensures that the moment they do, the person has an immediate right to be released based on the court's prior order.

39. A contract made by a trustee in excess of his powers or in breach of trust cannot be specifically enforced as per

- (A) S.12
- (B) S.11(2)
- (C) S. 12(2)
- (D) S.13

Correct Answer: (B) S.11(2)

Solution:

Step 1: Understanding the Concept:

Specific performance is an equitable remedy where the court directs a party to perform their contractual obligations. The Specific Relief Act, 1963, outlines the situations where this remedy can be granted and where it is barred. The question asks for the specific provision that bars the specific enforcement of a contract made by a trustee beyond their authority.

Step 2: Detailed Explanation:

Let's examine the relevant sections of the Specific Relief Act, 1963:

- **Section 11** is titled "Cases in which specific performance of contracts connected with trusts enforceable."
- **Section 11(1)** states that a contract made by a trustee in the proper exercise of their powers shall be specifically enforced.
- **Section 11(2)** provides the negative rule. It explicitly states: "A contract made by a trustee in excess of his powers or in breach of trust cannot be specifically enforced." This provision directly answers the question.
- **Section 12** deals with the specific performance of a part of a contract.
- **Section 13** deals with rights of purchaser or lessee against a person with no title or imperfect title.

The provision that squarely deals with the inability to specifically enforce a contract made by a trustee in excess of their powers is Section 11(2).

Step 3: Final Answer:

The relevant provision is **S.11(2)** of the Specific Relief Act, 1963.

Quick Tip

Remember Section 11 as the "Trustee Section" in the Specific Relief Act. Subsection (1) says 'yes' to specific performance for valid trustee contracts, and subsection (2) says 'no' for contracts made in excess of power or breach of trust.

40. Under S.41 of the Specific Relief Act, an injunction cannot be granted

- (A) to restrain any person from instituting or prosecuting any proceeding in a court not subordinate to that from which the injunction is sought;
- (B) to restrain any person from applying to any legislative body;
- (C) to restrain any person from instituting or prosecuting any proceeding in a criminal matter
- (D) all of the above

Correct Answer: (D) all of the above

Solution:

Step 1: Understanding the Concept:

An injunction is a court order restraining a person from doing a particular act. While courts have wide powers to grant injunctions, Section 41 of the Specific Relief Act, 1963, lists specific situations where an injunction must be refused. The question asks to identify which of the given scenarios fall under this list of prohibitions.

Step 2: Detailed Explanation:

Section 41 is titled "Injunction when refused." It provides an exhaustive list of cases where an injunction cannot be granted. Let's check the options against the clauses of this section:

- (A) "...to restrain any person from instituting or prosecuting any proceeding in a court not subordinate to that from which the injunction is sought;" This is explicitly stated in **Section 41(b)**. A court cannot injunct proceedings in a superior or coordinate court.
- (B) "...to restrain any person from applying to any legislative body;" This is explicitly stated in **Section 41(c)**. Courts cannot interfere with the legislative process.
- (C) "...to restrain any person from instituting or prosecuting any proceeding in a criminal matter;" This is explicitly stated in **Section 41(d)**. Civil courts generally do not interfere with the criminal justice system.

Since all three options (A), (B), and (C) are explicitly listed in Section 41 as grounds for refusing an injunction, the correct answer is that all of them are situations where an injunction cannot be granted.

Step 3: Final Answer:

The correct answer is **all of the above**.

Quick Tip

Section 41 is a negative list. It's important to be familiar with its key clauses, especially the prohibitions against interfering with (b) coordinate courts, (c) legislative bodies, and (d) criminal proceedings. These are frequently tested areas.

41. Specific relief can be granted only for the purpose of enforcing individual civil rights and not for the mere purpose of enforcing a penal law. Which provision brings in such prohibition?

- (A) S.4
- (B) S.5
- (C) S.7
- (D) S.10

Correct Answer: (A) S.4

Solution:

Step 1: Understanding the Concept:

The question refers to the fundamental principle that the remedies provided under the Specific Relief Act are intended for the protection of private, civil rights, not for the enforcement of criminal (penal) laws. It asks for the specific section that codifies this foundational principle.

Step 2: Detailed Explanation:

Let's look at the initial sections of the Specific Relief Act, 1963:

- **(A) Section 4:** This section is titled "Specific relief to be granted only for enforcing individual civil rights and not for enforcing penal laws." The text of the section reads: "Specific relief can be granted only for the purpose of enforcing individual civil rights and not for the mere purpose of enforcing a penal law." This is a direct and exact match with the statement in the question.
- **(B) Section 5:** Deals with the recovery of specific immovable property.
- **(C) Section 7:** Deals with the recovery of specific movable property.
- **(D) Section 10:** (As amended) states that the specific performance of a contract shall be enforced by the court, subject to certain other provisions.

The principle mentioned in the question is explicitly and verbatim stated in Section 4 of the Act.

Step 3: Final Answer:

The provision that brings in this prohibition is **S.4**.

Quick Tip

Remember Section 4 as the "Jurisdictional Statement" of the Specific Relief Act. It defines the scope of the Act: it deals with CIVIL rights, not CRIMINAL laws. This is the very foundation of the statute.

42. It was held by the Supreme Court of India that preamble was not a part of the constitution in the case of _____ and this has been overruled in the case of _____

- (A) In re Berubari Union; Keshavananda Bharathi vs. State of Kerala
- (B) A. K. Gopalan vs. State of Madras; Maneka Gandhi vs. Union of India
- (C) Ajay Hasia vs. Khalid Mujib; Som Prakash vs. Union of India
- (D) I.C. Golaknath vs. State of Punjab; Shankari Prasad vs. Union of India

Correct Answer: (A) In re Berubari Union; Keshavananda Bharathi vs. State of Kerala

Solution:

Step 1: Understanding the Concept:

The question traces the evolution of the Supreme Court's jurisprudence on the status of the Preamble to the Constitution of India. Initially, the Court took a more traditional view, but later, in a landmark case, it reversed its position, giving the Preamble a place of great significance.

Step 2: Detailed Explanation:

The chronological development of this legal question is as follows:

1. **In re Berubari Union (1960):** In this presidential reference, the Supreme Court held that the Preamble is not a part of the Constitution. It observed that the Preamble shows the general purposes behind the several provisions but is not a source of power nor a limitation upon power. It is a key to open the mind of the makers, but not a part of the Constitution itself.
2. **Kesavananda Bharati vs. State of Kerala (1973):** In this historic case, a 13-judge bench overruled the Berubari Union opinion. The Court held that the Preamble **is** a part of the Constitution. It recognized the Preamble's importance in interpreting the Constitution and as an embodiment of the basic structure of the Constitution.

Option (A) correctly identifies this sequence of judicial rulings. The other options are incorrect pairings:

- (B) Gopalan vs. Maneka Gandhi deals with the interpretation of Article 21.
- (C) Ajay Hasia vs. Som Prakash deals with the definition of "State" under Article 12.
- (D) Golaknath and Shankari Prasad deal with the amendability of Fundamental Rights.

Step 3: Final Answer:

The Preamble was held not to be a part of the constitution in **In re Berubari Union** and this was overruled in **Keshavananda Bharathi vs. State of Kerala**.

Quick Tip

For constitutional law, remember this important reversal: **Berubari (1960) = Preamble NOT a part. Kesavananda (1973) = Preamble IS a part.** The Kesavananda Bharati case is a watershed moment in Indian constitutional history for many reasons, including this one.

43. By the Constitution (97th Amendment) Act, 2011 the following word has been inserted under Art. 19(1) (c)

- (A) Democratic Societies
- (B) Registered Societies
- (C) Cooperative societies
- (D) Cooperative managements

Correct Answer: (C) Cooperative societies

Solution:

Step 1: Understanding the Concept:

The question asks about a specific change made to Article 19(1)(c) of the Constitution by the 97th Amendment Act, 2011. Article 19(1)(c) guarantees to all citizens the fundamental right to form associations or unions. The amendment expanded the scope of this right.

Step 2: Detailed Explanation:

Before the amendment, Article 19(1)(c) read: "All citizens shall have the right to form associations or unions." The **Constitution (97th Amendment) Act, 2011** made significant changes to promote cooperative societies. It did three main things:

1. It amended Article 19(1)(c) to include the words "**or co-operative societies**". The article now reads: "to form associations or unions **or co-operative societies**". This elevated the right to form cooperative societies to a fundamental right.
2. It inserted a new Directive Principle of State Policy, Article 43B, on the "Promotion of co-operative societies."
3. It added a new Part IX-B to the Constitution, titled "The Co-operative Societies."

Therefore, the words inserted in Article 19(1)(c) were "co-operative societies".

Step 3: Final Answer:

The word inserted under Art. 19(1)(c) was **Cooperative societies**.

Quick Tip

Link the **97th Amendment** directly with **Co-operative Societies**. This single amendment impacted Fundamental Rights (Art. 19(1)(c)), Directive Principles (Art. 43B), and added a whole new part to the Constitution (Part IX-B), all focused on cooperatives.

44. Doctrine of Legitimate Expectation was discussed in the following case

- (A) Ramakrishna Dalmia Vs. Justice Tendolkar
- (B) M.C. Mehta Vs. Union of India
- (C) State of U.P Vs. Deoman
- (D) Food Corporation of India Vs. M/s. Kamdhenu Cattle Feed Industries

Correct Answer: (D) Food Corporation of India Vs. M/s. Kamdhenu Cattle Feed Industries

Solution:**Step 1: Understanding the Concept:**

The Doctrine of Legitimate Expectation is a principle of administrative law. It holds that a person may have a legitimate expectation of being treated in a certain way by an administrative authority, even though they have no legal right in private law to receive such treatment. This expectation may arise from an express promise given by the authority or from a regular practice which the person can reasonably expect to continue. The question asks for a key case where this doctrine was discussed.

Step 2: Detailed Explanation:

While the doctrine has been discussed in many cases, one of the leading judgments where the Supreme Court comprehensively explained its scope and application is **Food Corporation of India v. M/s. Kamdhenu Cattle Feed Industries, (1993) 1 SCC 71**.

In this case, the Court held that the mere reasonable or legitimate expectation of a citizen may not by itself be a distinct enforceable right, but failure to consider and give due weight to it may render the decision arbitrary, and this is how the requirement of due consideration of a legitimate expectation forms part of the principle of non-arbitrariness, a necessary concomitant of the rule of law. The court emphasized that the state's action must be fair and not arbitrary.

Step 3: Final Answer:

The Doctrine of Legitimate Expectation was discussed in detail in the case of **Food Corporation of India Vs. M/s. Kamdhenu Cattle Feed Industries**.

Quick Tip

Legitimate Expectation is a check on the arbitrary exercise of power by administrative bodies. It ensures fairness in administrative action. Remember it as a tool to hold public authorities to their promises or past practices.

45. The Supreme Court in *Selvi & Ors. vs State Of Karnataka* held that compulsory brain-mapping and polygraph tests and narco-analysis were in violation of the following Articles of the Constitution.

- (A) Art. 23 and 24
- (B) Art. 15 and 16
- (C) Art. 29 and 30
- (D) Articles 20 and 21

Correct Answer: (D) Articles 20 and 21

Solution:

Step 1: Understanding the Concept:

The question refers to the landmark judgment of the Supreme Court in ***Selvi & Ors. v. State of Karnataka, (2010) 7 SCC 263***, which examined the constitutionality of new-age investigative techniques like brain-mapping (BEAP test), polygraph (lie-detector) tests, and narco-analysis. The Court had to decide if compelling an accused to undergo these tests violated their fundamental rights.

Step 2: Detailed Explanation:

The Supreme Court, in its detailed judgment, held that the compulsory administration of these tests is unconstitutional as it violates two key fundamental rights:

1. **Article 20(3) - Right against self-incrimination:** This article protects an accused person from being compelled to be a witness against himself. The Court held that forcing an individual to undergo these tests, where their responses are not in their conscious control, amounts to testimonial compulsion and thus violates Article 20(3).
2. **Article 21 - Right to life and personal liberty:** The Court held that forcing a person to undergo these tests is an unwarranted intrusion into their mental privacy and personal liberty. It violates the right to a fair trial and the right to privacy, which are integral parts of Article 21.

The other articles mentioned are irrelevant:

- Arts. 23 24 deal with the right against exploitation.
- Arts. 15 16 deal with the right to equality.
- Arts. 29 30 deal with cultural and educational rights of minorities.

Step 3: Final Answer:

The tests were held to be in violation of **Articles 20 and 21**.

Quick Tip

Remember the *Selvi* case as a major judgment protecting "mental privacy." It links modern investigative techniques to the classic fundamental rights against self-incrimination (Art. 20(3)) and the right to personal liberty/privacy (Art. 21).

46. "Passive Euthanasia is permitted in certain cases"- held in

- (A) Aruna Ramachandra Shanbaug Vs. Union of India
- (B) Gian Kaur Vs. State of Punjab
- (C) P. Rathinam Vs. Union of India
- (D) State of Maharashtra Vs. Chandraben

Correct Answer: (A) Aruna Ramachandra Shanbaug Vs. Union of India

Solution:

Step 1: Understanding the Concept:

The question is about the legalization of passive euthanasia in India. Euthanasia is the practice of intentionally ending a life to relieve pain and suffering. It is distinguished into "active" (ending life through an act, like a lethal injection) and "passive" (withholding or withdrawing life-sustaining treatment). The question asks for the landmark case that permitted passive euthanasia.

Step 2: Detailed Explanation:

Let's trace the jurisprudence:

- **P. Rathinam v. Union of India (1994):** The Supreme Court held that the 'right to life' under Article 21 includes the 'right not to live', i.e., the right to die, and decriminalized Section 309 IPC (attempt to commit suicide).
- **Gian Kaur v. State of Punjab (1996):** A larger constitutional bench overruled the *P. Rathinam* decision. It held that the 'right to life' does not include the 'right to die'. It, however, observed that the right to life includes the right to a dignified life up to the point of death, including a dignified procedure of death, hinting at the permissibility of passive euthanasia.
- **Aruna Ramachandra Shanbaug v. Union of India (2011):** This was the landmark case where the Supreme Court explicitly legalized passive euthanasia. The case involved Aruna Shanbaug, a nurse who had been in a persistent vegetative state for decades. While the court did not grant euthanasia in her specific case, it laid down a comprehensive legal framework and guidelines for allowing passive euthanasia for patients who are terminally

ill or in a persistent vegetative state. It held that the right to a dignified death is a part of the right to life under Article 21. This was later given statutory backing by the Supreme Court in *Common Cause v. Union of India* (2018).

Step 3: Final Answer:

The principle that "Passive Euthanasia is permitted in certain cases" was decisively held in **Aruna Ramachandra Shanbaug Vs. Union of India**.

Quick Tip

Remember the key cases on the "Right to Die": *Gian Kaur* established that there is no right to die, but there is a right to a dignified death. *Aruna Shanbaug* built on this and created the legal framework for passive euthanasia in India.

47. Delivery of goods by one person to another for some purpose upon a contract that they shall, when the purpose is accomplished, be returned or disposed of according to the directions of the person delivering them. What is this type of contract called as

- (A) Indemnity
- (B) Guarantee
- (C) Bailment
- (D) Pledge

Correct Answer: (C) Bailment

Solution:

Step 1: Understanding the Concept:

The question provides a precise definition of a specific type of special contract under the Indian Contract Act, 1872. We need to identify which contract this definition corresponds to.

Step 2: Detailed Explanation:

The definition given in the question is a verbatim reproduction of the definition of "**Bailment**" as provided in **Section 148** of the Indian Contract Act, 1872.

Let's analyze the options:

- **(A) Indemnity (S.124):** A contract to save another from loss caused by the conduct of the promisor himself, or by the conduct of any other person. It involves two parties.
- **(B) Guarantee (S.126):** A contract to perform the promise, or discharge the liability, of a third person in case of his default. It involves three parties (creditor, principal debtor, surety).
- **(C) Bailment (S.148):** The delivery of goods from one person (bailor) to another (bailee) for a specific purpose, with the condition that the goods will be returned or disposed of as

per the bailor's directions after the purpose is accomplished. This matches the definition perfectly. Examples include giving a cloth to a tailor, or parking a car in a paid lot.

- **(D) Pledge (S.172):** A specific type of bailment where goods are delivered as security for payment of a debt or performance of a promise. It is bailment for security.

Step 3: Final Answer:

This type of contract is called a **Bailment**.

Quick Tip

The key elements of Bailment are: (1) **Delivery of possession** of goods (not ownership), (2) for a specific **purpose**, and (3) a promise to **return** the goods. If the purpose is security for a loan, it's a special bailment called a Pledge.

48. The essence of a contract of agency is the agent's

- (A) Representative capacity coupled with a power to affect the legal relations of the principal with third persons.
- (B) Power and title to the property that is being dealt with
- (C) Authority and status of dealing with the trade
- (D) None of the above

Correct Answer: (A) Representative capacity coupled with a power to affect the legal relations of the principal with third persons.

Solution:

Step 1: Understanding the Concept:

The question asks for the fundamental characteristic or "essence" of a contract of agency. An agency is a relationship where one person (the agent) is authorized to act on behalf of another (the principal) to create legal relations with third parties.

Step 2: Detailed Explanation:

Let's analyze the options:

- **(A) Representative capacity coupled with a power to affect the legal relations of the principal with third persons:** This is the core of agency. The agent does not act for himself but represents the principal. The most crucial aspect is that the agent's authorized acts bind the principal legally with third parties. For example, when an agent signs a contract on behalf of the principal, it is as if the principal signed it themselves. This is the correct essence of agency.
- **(B) Power and title to the property that is being dealt with:** This is incorrect. An agent typically does not have title to the principal's property. They only have the authority to deal with it on the principal's behalf.

- **(C) Authority and status of dealing with the trade:** This is too vague. While an agent has authority, their defining feature is not just dealing with trade but the ability to alter the principal's legal position.

The defining feature that distinguishes an agent from a mere employee or servant is this power to represent the principal and create, modify, or terminate legal relations between the principal and third parties.

Step 3: Final Answer:

The essence of a contract of agency is the agent's **Representative capacity coupled with a power to affect the legal relations of the principal with third persons.**

Quick Tip

Remember the Latin maxim for agency: *Qui facit per alium facit per se* (He who acts through another does the act himself). This captures the essence that the agent is a mere conduit, and their actions legally bind the principal.

49. "A Contract is an agreement between two or more persons which is intended to be enforceable at law and is contracted by the acceptance by one party of an offer made to him by the other party to do or abstain from doing some act." – Whose statement is this?

- (A) Halsbury
- (B) Salmond
- (C) Phipson
- (D) Pollock

Correct Answer: (A) Halsbury

Solution:

Step 1: Understanding the Concept:

The question provides a formal definition of a contract and asks to identify the jurist or legal authority associated with it. This definition encapsulates the key elements of a contract: agreement, intention to create legal relations, offer, and acceptance.

Step 2: Detailed Explanation:

This specific and comprehensive definition of a contract is found in the authoritative legal treatise, **Halsbury's Laws of England**. It is a classic common law definition that breaks down the formation of a contract into its essential components:

- An agreement between two or more persons.
- The intention for that agreement to be legally enforceable.

- The mechanism of formation: offer and acceptance.

Other jurists have provided different definitions:

- **Salmond:** "A contract is an agreement creating and defining obligations between the parties."
- **Pollock:** "Every agreement and promise enforceable at law is a contract."

The definition provided in the question is most closely and famously associated with Halsbury.

Step 3: Final Answer:

The statement is from **Halsbury**.

Quick Tip

For exams, it's useful to associate key jurists with their definitions. Pollock's is concise ("enforceable agreement"). Salmond focuses on "creating obligations." Halsbury's definition is more detailed and procedural, mentioning offer and acceptance.

50. A's nephew has absconded from his home. He sent his servant to trace his missing nephew. When the servant had left, A then announced that anybody who discovered the missing boy, would be given the reward of Rs.500. The servant discovered the missing boy without knowing the reward. When the servant came to know about the reward, he brought an action against A to recover the same. But his action failed. It was held that the servant was not entitled to the reward because he did not know about the offer when he discovered the missing boy. Name the case on reading the facts

- (A) Lalman Shukla v. Gauri Dutt
- (B) Donogue v. Stevenson
- (C) Tweedle v. Atkinson
- (D) Dutton v. Poole

Correct Answer: (A) Lalman Shukla v. Gauri Dutt

Solution:

Step 1: Understanding the Concept:

The question presents a factual scenario and asks to identify the corresponding landmark case. The legal principle at the heart of this scenario is a fundamental rule of contract law: for an offer to be validly accepted, the acceptor must have knowledge of the offer. Acceptance in ignorance of the offer is no acceptance at all.

Step 2: Detailed Explanation:

The facts described in the question are the exact facts of the seminal Indian case on contract law, **Lalman Shukla v. Gauri Dutt (1913) 11 ALJ 489**.

- In this case, Gauri Dutt's (the defendant) nephew absconded. He sent his servant, Lalman Shukla (the plaintiff), to search for the boy.
- After the servant had left, Gauri Dutt announced a reward for anyone who found the boy.
- Lalman Shukla found the boy and brought him back. He was unaware of the reward at the time he found the boy.
- Later, upon learning of the reward, he sued to claim it.
- The Allahabad High Court held that Lalman Shukla was not entitled to the reward because he had no knowledge of the offer when he performed the act of finding the boy. To create a valid contract, there must be an acceptance of an offer, and there can be no acceptance without knowledge of the offer.

The other cases are irrelevant:

- **Donoghue v. Stevenson:** Landmark case on the law of negligence.
- **Tweedle v. Atkinson** and **Dutton v. Poole:** Landmark cases on the doctrine of privity of contract.

Step 3: Final Answer:

The case based on these facts is **Lalman Shukla v. Gauri Dutt**.

Quick Tip

This case is the classic Indian authority for the rule that **communication of the offer is essential for a valid acceptance**. If you see a fact pattern about someone performing the condition of a reward without knowing about the reward, immediately think of *Lalman Shukla v. Gauri Dutt*.

51. A debtor owes several distinct debts to the same creditor and he makes a payment which is insufficient to satisfy all the debts. In such a case, a question arises as to which particular debt the payment is to be appropriated. Which sections of the Contract Act provide an answer to this question?

- (A) Section 59 to 61
- (B) Section 22 of 31
- (C) Section 10 to 12
- (D) Section 55 to 60

Correct Answer: (A) Section 59 to 61

Solution:

Step 1: Understanding the Concept:

The question describes a situation where a debtor owes multiple debts to a single creditor and

makes a partial payment. The legal issue is how this payment should be applied or "appropriated" to the various debts. The Indian Contract Act, 1872, provides a clear set of rules for this scenario.

Step 2: Detailed Explanation:

The rules for the appropriation of payments are contained in a specific chapter of the Indian Contract Act. Let's analyze the relevant sections:

- **Section 59 (Application of payment where debt to be discharged is indicated):** The first rule gives the right to the debtor. If the debtor expressly states or implies which debt the payment is for, the creditor must apply it accordingly.
- **Section 60 (Application of payment where debt to be discharged is not indicated):** If the debtor does not specify, the right to appropriate shifts to the creditor. The creditor can apply the payment to any lawful debt, including a time-barred debt.
- **Section 61 (Application of payment where neither party appropriates):** If neither the debtor nor the creditor makes any appropriation, the law steps in. The payment shall be applied in discharge of the debts in order of time, whether they are time-barred or not. If debts are of equal standing, the payment shall be applied proportionately.

These three sections, 59, 60, and 61, comprehensively cover the rules of appropriation. The other sections listed in the options deal with different topics (e.g., free consent, performance of contract).

Step 3: Final Answer:

The sections of the Contract Act that provide the answer to the appropriation of payments are **Section 59 to 61**.

Quick Tip

Remember the appropriation hierarchy: **Debtor's choice first (S.59) → Creditor's choice second (S.60) → By order of Law/Time third (S.61)**. This D-C-L order makes it easy to recall the rules.

52. What property cannot be transferred under S.6 of Transfer of Property Act, 1882

- (A) An easement apart from the dominant heritage
- (B) An interest in property restricted in its enjoyment to the owner personally
- (C) A right to future maintenance, in whatsoever manner arising, secured or determined.
- (D) All of the above

Correct Answer: (D) All of the above

Solution:

Step 1: Understanding the Concept:

The Transfer of Property Act, 1882, generally allows for the transfer of property of any kind. However, Section 6 of the Act carves out specific exceptions, listing types of property or interests that cannot be transferred. This is based on principles of public policy, statutory prohibition, or the personal nature of the right.

Step 2: Detailed Explanation:

Let's examine each option in the context of the exceptions listed in Section 6:

- **(A) An easement apart from the dominant heritage:** This is explicitly prohibited by **Section 6(c)**. An easement (like a right of way) is a right attached to a property (the dominant heritage) for its beneficial enjoyment over another's property (the servient heritage). It has no independent existence and cannot be transferred separately from the property it benefits.
- **(B) An interest in property restricted in its enjoyment to the owner personally:** This is explicitly prohibited by **Section 6(d)**. If a right is purely personal to the owner, it cannot be transferred. Examples include a religious office or certain service tenures.
- **(C) A right to future maintenance...:** This is explicitly prohibited by **Section 6(dd)**. A right to receive maintenance in the future is a personal right meant for the subsistence of the recipient and cannot be assigned or transferred to someone else.

Since all three options are explicitly listed in Section 6 as non-transferable property, the correct answer is that all of them cannot be transferred.

Step 3: Final Answer:

The correct answer is **All of the above**.

Quick Tip

Section 6 of the TPA is a crucial 'negative list'. For exams, be familiar with the key exceptions: chance of an heir-apparent (spes successionis), right of re-entry, easements, restricted interests, future maintenance, and public office salaries.

53. A transfers property of which he is the owner to B in trust for A and his intended wife successively for their lives, and, after the death of the survivor, for the eldest son of the intended marriage for life, and after his death for A's second son. Can the interest so created for the benefit of the eldest son take effect?

- (A) Yes
- (B) No
- (C) It is a valid transfer

(D) None of the above

Correct Answer: (A) Yes

Solution:

Step 1: Understanding the Concept:

This question tests the rules regarding the transfer of property for the benefit of an unborn person, as laid down in the Transfer of Property Act, 1882. The key provisions are Section 13 (Transfer for benefit of unborn person) and Section 14 (Rule against perpetuity).

Step 2: Detailed Explanation:

Let's break down the transfer:

1. **Life Interest for A and intended wife:** A valid life interest is created for existing persons.
2. **Life Interest for the eldest son:** The eldest son is an unborn person at the time of the transfer. According to Section 13, a transfer to an unborn person must be preceded by a life interest in favour of a living person. Here, the interest for the eldest son is preceded by the life interests of A and his wife.
3. **Absolute Interest for the second son:** The ultimate beneficiary is the second son (also an unborn person), who gets the property after the life interest of the eldest son. Section 13 requires that the **whole of the remaining interest** of the transferor in the property must be given to the unborn person.

The question specifically asks if the interest created for the **eldest son** can take effect. The transfer to the second son is invalid because it violates Section 13. A life interest cannot be created in favour of an unborn person followed by another interest for another unborn person. The transfer to an unborn person must be of the entire remaining interest.

However, the question is not about the validity of the transfer to the second son, but about the interest of the **eldest son**. Under the doctrine of severability (often applied in such cases), the invalidity of a subsequent interest does not necessarily invalidate a prior valid interest. The life interest created in favour of the eldest son is preceded by a valid life estate (for A and his wife). It is itself a valid interest. The invalidity attaches to the subsequent gift to the second son. Therefore, the life interest created for the eldest son can take effect.

Options (A) and (C) are similar. "Yes" is a direct answer to the question "Can the interest... take effect?". "It is a valid transfer" is a broader statement. Given the specific question, "Yes" is the most precise answer.

Step 3: Final Answer:

Yes, the interest created for the benefit of the eldest son can take effect, as it is a valid prior interest, even though the subsequent interest created for the second son is void.

Quick Tip

Remember the two conditions of Section 13, TPA: (1) No direct transfer to an unborn person (must be preceded by a life estate). (2) The unborn person must be given the **entire remaining interest** (i.e., absolute interest, not a limited life interest). An interest that violates a rule of property law does not necessarily void all prior interests in the same transfer.

54. The commencement of arbitral proceedings is not dependant on interim relief being allowed or denied under S.9 of the Arbitration and Conciliation Act, 1996. Supreme Court in which case held so

- (A) Firm Ashok Traders & another v. Gurumukh Das Saluja & others
- (B) M.M.T.C Ltd. v. Sterile Industries (India) Ltd.
- (C) National Thermal Power Corporation v. Flowmore (P.) Ltd.
- (D) Magma Leasing Ltd. v. NEPC Micon Ltd.

Correct Answer: (A) Firm Ashok Traders & another v. Gurumukh Das Saluja & others

Solution:

Step 1: Understanding the Concept:

The question relates to Section 9 of the Arbitration and Conciliation Act, 1996, which allows a party to apply to a court for interim measures of protection. A key legal issue was whether a court could entertain a Section 9 application even before the arbitration proceedings had formally commenced.

Step 2: Detailed Explanation:

The Supreme Court addressed this issue authoritatively in the case of **Firm Ashok Traders & another v. Gurumukh Das Saluja & others, (2004) 3 SCC 155**. The Court held that an application under Section 9 for interim relief is maintainable even before the commencement of arbitral proceedings. It clarified that the court has the power to grant interim relief to a party who intends to commence arbitration proceedings. The grant or refusal of interim relief does not depend on the actual commencement of the arbitral proceedings. The Court reasoned that the very purpose of Section 9 is to protect the subject matter of the dispute pending the arbitration, and this protection might be needed urgently, even before the arbitral tribunal is constituted. This ruling established a vital principle ensuring that a party is not left without a remedy to protect their interests while the process of initiating arbitration is underway.

Step 3: Final Answer:

The Supreme Court held this principle in the case of **Firm Ashok Traders & another v. Gurumukh Das Saluja & others**.

Quick Tip

Remember Section 9 of the Arbitration Act as a powerful tool for interim protection that can be invoked "before, during, or after" the arbitral proceedings. The *Firm Ashok Traders* case is the key authority for the "before" part, confirming that you don't need to have an arbitration pending to seek urgent interim relief from a court.

55. Which provision of Hindu Marriage Act, 1955 deals with conciliation

- (A) S.23
- (B) S.23(2)
- (C) S.23(3)
- (D) S.22

Correct Answer: (B) S.23(2)

Solution:

Step 1: Understanding the Concept:

The Hindu Marriage Act, 1955, while providing for remedies like divorce and judicial separation, also places an emphasis on preserving the institution of marriage. It contains a provision that makes it a duty for the court to attempt reconciliation between the parties before granting relief in matrimonial proceedings.

Step 2: Detailed Explanation:

Let's look at the relevant provisions:

- **Section 23** is titled "Decree in proceedings." It lays down the conditions under which a court can grant relief.
- **Section 23(1)** lists the grounds on which a court will grant a decree (e.g., the petitioner is not taking advantage of his own wrong, there is no collusion, no unnecessary delay, etc.).
- **Section 23(2)** specifically imposes a duty on the court regarding reconciliation. It states: "Before proceeding to grant any relief under this Act, it shall be the duty of the court in the first instance, in every case where it is possible so to do consistently with the nature and circumstances of the case, to make every endeavour to bring about a reconciliation between the parties..."
- **Section 23(3)** allows the court to adjourn the proceedings to enable reconciliation attempts.
- **Section 22** deals with proceedings to be held in camera and prohibits the printing or publication of matrimonial proceedings.

While the entire Section 23 is relevant, the specific duty of the court to attempt conciliation is laid down in **sub-section (2)**. Therefore, S.23(2) is the most precise answer.

Step 3: Final Answer:

The provision of the Hindu Marriage Act, 1955 that deals with conciliation is **S.23(2)**.

Quick Tip

Remember Section 23 of the HMA as the "Conscience of the Court" section. It contains the bar to matrimonial relief (like collusion, condonation) in sub-section (1) and the mandatory duty to attempt reconciliation in sub-section (2).

56. Which section under the Civil Procedure Code, 1908 deals with the settlement of disputes outside the court

- (A) S.98
- (B) S.89
- (C) S.99
- (D) S.88

Correct Answer: (B) S.89

Solution:

Step 1: Understanding the Concept:

The question asks for the provision in the Code of Civil Procedure (CPC), 1908, that empowers and encourages courts to refer disputes to methods of settlement outside the formal court adjudication process. This provision is the cornerstone of court-annexed Alternate Dispute Resolution (ADR) in India.

Step 2: Detailed Explanation:

Let's analyze the given sections of the CPC:

- **Section 98:** Deals with the decision where an appeal is heard by two or more Judges.
- **Section 89:** This section is titled "Settlement of disputes outside the Court." It was inserted by the CPC (Amendment) Act, 1999. It provides that where it appears to the court that there exist elements of a settlement which may be acceptable to the parties, the court shall formulate the terms of settlement and refer the same for:
 1. arbitration;
 2. conciliation;
 3. judicial settlement including settlement through Lok Adalat; or
 4. mediation.

This section is the principal statutory provision promoting ADR within the civil justice system.

- **Section 99:** Deals with the principle that no decree shall be reversed or modified for error not affecting merits or jurisdiction.
- **Section 88:** Deals with Interpleader suits, where a person holding property claimed by two or more rival claimants can institute a suit to have the court decide the rightful owner.

Therefore, Section 89 is the specific provision for the settlement of disputes outside the court.

Step 3: Final Answer:

The section that deals with the settlement of disputes outside the court is **S.89**.

Quick Tip

Section 89 is the gateway to ADR in the CPC. Remember the four mechanisms it provides for: Arbitration, Conciliation, Judicial Settlement (including Lok Adalat), and Mediation. This section is often read with Order X of the CPC.

57. Equal pay for Equal work -can be enforced through

- (A) Art.39
- (B) Art.14 and 16
- (C) Art.32
- (D) Art.309

Correct Answer: (B) Art.14 and 16

Solution:

Step 1: Understanding the Concept:

The principle of "Equal pay for equal work" is a key doctrine in service jurisprudence. While it is not explicitly stated as a Fundamental Right in the Constitution of India, the Supreme Court has elevated it to the status of a constitutional goal and made it enforceable through the interpretation of other fundamental rights.

Step 2: Detailed Explanation:

- **Article 39(d):** This article, part of the Directive Principles of State Policy (DPSP), directs the State to secure that there is equal pay for equal work for both men and women. However, DPSPs (Part IV of the Constitution) are not directly enforceable in a court of law (as per Article 37).
- **Article 14 and 16:**
 - **Article 14** guarantees equality before the law and equal protection of the laws.
 - **Article 16** guarantees equality of opportunity in matters of public employment.

The Supreme Court, in a series of landmark judgments starting with *Randhir Singh v. Union of India*, held that the principle of "Equal pay for equal work" is not an abstract doctrine but a constitutional goal. The Court ruled that although it is part of the DPSP, it can be read into the Fundamental Rights under Articles 14 and 16. Denying equal pay for equal work amounts to arbitrary action and discrimination, thus violating Articles 14 and 16.

- **Article 32:** This is a remedial right, guaranteeing the right to move the Supreme Court for the enforcement of Fundamental Rights. It is the mechanism of enforcement, not the source of the right itself in this context.
- **Article 309:** This article empowers the government to make rules regulating the recruitment and conditions of service of persons appointed to public services.

Therefore, the principle is enforced by the courts by reading the goal of Article 39(d) into the enforceable rights of equality under Articles 14 and 16.

Step 3: Final Answer:

The principle of Equal pay for Equal work can be enforced through **Art.14 and 16**.

Quick Tip

Remember this judicial innovation: The Supreme Court built a bridge between the non-enforceable Directive Principle (Art. 39(d)) and the enforceable Fundamental Rights (Arts. 14 and 16) to make the ideal of 'equal pay for equal work' a reality.

58. The executive power of every State shall be so exercised as to ensure compliance with the laws made by Parliament and any existing laws -mentioned under

- (A) Art.352
- (B) Art.256
- (C) Art.254
- (D) Art.301

Correct Answer: (B) Art.256

Solution:

Step 1: Understanding the Concept:

The question refers to a key provision in the Constitution of India that governs the administrative relations between the Union and the States. It outlines the obligation of the State governments to exercise their executive power in a manner that respects and upholds the laws made by the Union Parliament. This ensures the supremacy of Union law throughout the territory of India.

Step 2: Detailed Explanation:

Let's analyze the given articles:

- **Article 352:** Deals with the Proclamation of a National Emergency.
- **Article 256:** This article is titled "Obligation of States and the Union." It states: "The executive power of every State shall be so exercised as to ensure compliance with the laws made by Parliament and any existing laws which apply in that State, and the executive power of the Union shall extend to the giving of such directions to a State as may appear to the Government of India to be necessary for that purpose." This is a direct match with the text of the question.
- **Article 254:** Deals with the doctrine of repugnancy. It states that if any provision of a State law is repugnant to a Union law on a concurrent subject, the Union law shall prevail. This is about legislative inconsistency, not executive compliance.
- **Article 301:** Deals with the freedom of trade, commerce, and intercourse throughout the territory of India.

The provision that specifically mandates the State's executive to comply with Parliament's laws is Article 256.

Step 3: Final Answer:

The mentioned provision is under **Art.256**.

Quick Tip

Remember the key articles for Union-State administrative relations: **Art. 256** (State's duty to comply with Union laws) and **Art. 257** (Union's control over States in certain cases, e.g., not to impede Union's executive power). These articles are crucial for maintaining the federal balance with a strong centre.

59. Justice Ramanandan Committee relates to

- (A) Union State relations
- (B) Creamy layer
- (C) Finance Commission
- (D) Elections

Correct Answer: (B) Creamy layer

Solution:

Step 1: Understanding the Concept:

The question asks about the subject matter associated with the Justice Ramanandan Committee. This requires knowledge of important committees and commissions set up by the

Government of India to examine specific issues.

Step 2: Detailed Explanation:

In the landmark case of *Indra Sawhney v. Union of India (1992)*, the Supreme Court upheld the implementation of reservations for Other Backward Classes (OBCs) but directed the government to identify and exclude the "creamy layer" (the socially and economically advanced sections) among the OBCs from the benefit of reservation.

To fulfill this direction, the Government of India appointed the **Justice Ramanandan Committee**. This committee was tasked with specifying the criteria for identifying the "creamy layer" among the OBCs. Based on the recommendations of this committee, the government issued an Office Memorandum in 1993, laying down the criteria (based on income, status, employment rank, etc.) for the exclusion of the creamy layer.

Step 3: Final Answer:

The Justice Ramanandan Committee relates to the **Creamy layer**.

Quick Tip

For questions on reservation policy, remember this sequence: **Mandal Commission** (recommended OBC reservation) → **Indra Sawhney case** (upheld reservation but introduced the 'creamy layer' concept) → **Ramanandan Committee** (defined the criteria for the 'creamy layer').

60. Original Jurisdiction of the Supreme Court is dealt under

- (A) Art.226
- (B) Art.130
- (C) Art.131
- (D) Art. 124

Correct Answer: (C) Art.131

Solution:

Step 1: Understanding the Concept:

Original Jurisdiction refers to the power of a court to hear a case for the first time, as opposed to appellate jurisdiction, where a court hears a case on appeal from a lower court. The Supreme Court of India has a specific and exclusive original jurisdiction, primarily to adjudicate disputes of a federal nature.

Step 2: Detailed Explanation:

Let's examine the articles mentioned:

- **Article 226:** This grants the High Courts the power to issue certain writs (writ jurisdiction). It is the original jurisdiction of the High Courts, not the Supreme Court.
- **Article 130:** This article deals with the seat of the Supreme Court, stating that it shall sit in Delhi or such other place as the Chief Justice of India may appoint with the approval of the President.
- **Article 131:** This article is titled "Original jurisdiction of the Supreme Court." It grants the Supreme Court exclusive original jurisdiction in any dispute:
 1. between the Government of India and one or more States;
 2. between the Government of India and any State or States on one side and one or more other States on the other;
 3. between two or more States.

This is the correct provision.

- **Article 124:** Deals with the establishment and constitution of the Supreme Court.

Step 3: Final Answer:

The Original Jurisdiction of the Supreme Court is dealt under **Art.131**.

Quick Tip

Remember the key jurisdictions of the Supreme Court and their articles: **Art. 131** (Original), **Arts. 132-136** (Appellate), **Art. 143** (Advisory), and **Art. 32** (Writ). Article 131 is unique as it's the 'federal court' jurisdiction for disputes between governments.

61. Laws declared by the Supreme court shall be binding on all courts – mentioned under

- (A) Art.142
- (B) Art. 143
- (C) Art.136
- (D) Art.141

Correct Answer: (D) Art.141

Solution:

Step 1: Understanding the Concept:

The question refers to the constitutional basis for the doctrine of precedent or *stare decisis* in India. This principle mandates that the law laid down by a higher court is binding on all lower courts. The Constitution of India explicitly codifies this for the judgments of the Supreme Court.

Step 2: Detailed Explanation:

Let's analyze the given articles:

- **Article 142:** Grants the Supreme Court the power to pass such decree or make such order as is necessary for doing "complete justice" in any cause or matter pending before it.
- **Article 143:** Deals with the Advisory Jurisdiction of the Supreme Court, i.e., its power to give opinions to the President on questions of law or fact.
- **Article 136:** Deals with the Special Leave to Appeal (SLP) jurisdiction of the Supreme Court.
- **Article 141:** This article is titled "Law declared by Supreme Court to be binding on all courts." It states: "The law declared by the Supreme Court shall be binding on all courts within the territory of India." This provision is the constitutional foundation of the doctrine of precedent in the Indian legal system.

Thus, Article 141 is the correct provision.

Step 3: Final Answer:

The principle that laws declared by the Supreme Court are binding on all courts is mentioned under **Art.141**.

Quick Tip

Associate **Article 141** with **Binding Precedent**. It establishes the Supreme Court as the final arbiter of law, whose declarations of law must be followed by every other court in the country, ensuring legal uniformity and certainty.

62. According to the theory of 'social utilitarianism' as propounded by Ihering

- (A) greatest number of people should get greatest pleasure
- (B) the essential body of legal rules is always based upon the social "facts" of law
- (C) a balance is to be struck between the competing interests in society
- (D) law is a means to social ends

Correct Answer: (C) a balance is to be struck between the competing interests in society

Solution:

Step 1: Understanding the Concept:

The question asks to identify the core idea of Rudolf von Ihering's theory of 'social utilitarianism'. Ihering was a German jurist who moved away from legal formalism and is considered a forerunner of the sociological school of jurisprudence. His central idea was about the purpose

of law in society.

Step 2: Detailed Explanation:

- **Ihering's Core Idea:** Ihering viewed law as a tool to serve social purposes. He famously stated that "purpose is the creator of the entire law." He saw society as a place of constant struggle between competing individual and social interests. The purpose of law, in his view, is to reconcile these conflicting interests. The state acts as the instrument to achieve this reconciliation or balance.
- **Analyzing the Options:**
 - (A) "greatest number of people should get greatest pleasure" is the classic formulation of Bentham's utilitarianism, not Ihering's social utilitarianism.
 - (B) "based upon the social 'facts' of law" is more aligned with Eugen Ehrlich's theory of 'living law'.
 - (C) **"a balance is to be struck between the competing interests in society"** This perfectly captures Ihering's central thesis of law as a mechanism for reconciling conflicting interests. This is the most accurate description of his theory.
 - (D) "law is a means to social ends" is a correct statement about Ihering's philosophy but is a very general statement. Option (C) is more specific and captures the essence of *how* law achieves social ends according to Ihering – by balancing interests.

Between (C) and (D), option (C) is the more precise and complete representation of Ihering's theory of social utilitarianism, which is also known as the jurisprudence of interests.

Step 3: Final Answer:

According to Ihering's theory, **a balance is to be struck between the competing interests in society.**

Quick Tip

Associate different jurists with their key phrases: **Bentham** = "Greatest good for the greatest number." **Ihering** = "Law as a means to an end; balancing social interests." **Roscoe Pound** (who built on Ihering's work) = "Social Engineering."

63. Obstructing Public Servant in discharge of his public functions is a

- (A) nonbailable offence
- (B) bailable offence
- (C) civil wrong
- (D) none of the above

Correct Answer: (B) bailable offence

Solution:

Step 1: Understanding the Concept:

The question asks for the classification of the offence of obstructing a public servant. This is a criminal offence, not a civil wrong. To determine if it is bailable or non-bailable, we must first identify the relevant section in the Indian Penal Code (IPC) and then check its classification in the First Schedule of the Code of Criminal Procedure (CrPC).

Step 2: Detailed Explanation:

1. **Identify the Offence:** The offence is "Obstructing public servant in discharge of public functions." This is defined under **Section 186 of the IPC**.
2. **Refer to the First Schedule of CrPC:** Looking up Section 186 IPC in the First Schedule provides its classification.
3. **Classification:**
 - **Cognizability:** It is classified as a **Non-cognizable** offence. This means a police officer cannot arrest the accused without a warrant from a Magistrate.
 - **Bail:** It is classified as a **Bailable** offence. This means the accused has a right to be released on bail.

Since the offence is bailable, option (B) is correct. Option (A) is incorrect. Option (C) is incorrect because it is a criminal offence, not merely a civil wrong.

Step 3: Final Answer:

Obstructing a Public Servant in discharge of his public functions is a **bailable offence**.

Quick Tip

While offences against public servants are taken seriously, not all are non-bailable. Simple obstruction (S.186) is bailable, but more serious acts like using criminal force (S.353) or causing grievous hurt (S.333) to deter a public servant are non-bailable. Always check the specific section.

64. Compensation to Victims of Crime under Criminal Law relates to

- (A) S.336
- (B) S.331
- (C) S.335
- (D) S.357

Correct Answer: (D) S.357

Solution:

Step 1: Understanding the Concept:

The question asks for the specific provision in the Code of Criminal Procedure (CrPC) that empowers a court to order an accused person, upon conviction, to pay compensation to the victim of the crime. This is a key provision in the realm of victimology and restorative justice within the criminal justice system.

Step 2: Detailed Explanation:

Let's analyze the relevant sections:

- The sections listed in options A, B, and C relate to offences in the Indian Penal Code (IPC), specifically dealing with causing hurt and grievous hurt under various circumstances, not compensation under CrPC.
- **Section 357 of the CrPC** is titled "Order to pay compensation." This section explicitly empowers a court imposing a sentence of fine or a sentence of which fine forms a part, to order the whole or any part of the fine recovered to be applied:
 1. in defraying the expenses properly incurred in the prosecution;
 2. in the payment to any person of compensation for any loss or injury caused by the offence, when compensation is, in the opinion of the Court, recoverable by such person in a Civil Court.

Furthermore, Section 357(3) allows the court to order the accused to pay compensation even when a fine is not imposed. This is the primary provision for victim compensation ordered at the time of sentencing.

Step 3: Final Answer:

Compensation to Victims of Crime under Criminal Law relates to **S.357** of the CrPC.

Quick Tip

Remember the key victim compensation sections in CrPC: **S.357** (Compensation ordered by the court from the accused), **S.357A** (Victim Compensation Scheme run by the State), **S.357B** (Compensation in addition to fine for acid attack victims), and **S.357C** (Treatment of victims). S.357 is the foundational provision.

65. What persons may be charged jointly and tried together under S.223 of Cr.PC

- (A) persons accused of the same offence committed in the course of the same transaction
- (B) persons accused of an offence and persons accused of abetment of or attempt to commit such offence
- (C) persons accused of different offences committed in the course of the same transaction
- (D) all the above.

Correct Answer: (D) all the above.

Solution:

Step 1: Understanding the Concept:

The general rule in criminal trials is that for every distinct offence, there should be a separate charge, and every charge should be tried separately. However, to avoid multiplicity of proceedings and for the convenience of trial, the Code of Criminal Procedure (CrPC) provides exceptions. Section 223 lists the categories of persons who may be charged and tried together.

Step 2: Detailed Explanation:

Let's examine the options against the clauses of Section 223 of the CrPC:

- **(A) persons accused of the same offence committed in the course of the same transaction:** This is explicitly covered by **Section 223(a)**.
- **(B) persons accused of an offence and persons accused of abetment of or attempt to commit such offence:** This is explicitly covered by **Section 223(b)**.
- **(C) persons accused of different offences committed in the course of the same transaction:** This is explicitly covered by **Section 223(d)**. For example, if A commits theft and B receives the stolen property in the same transaction, they can be tried together.

Since all the situations described in options (A), (B), and (C) are explicitly mentioned in Section 223 as valid grounds for a joint trial, the correct answer is that all of them are permitted.

Step 3: Final Answer:

The correct answer is **all the above**.

Quick Tip

The key phrase that runs through most clauses of Section 223 is "in the course of the same transaction." This nexus is the primary justification for holding a joint trial for multiple accused persons or multiple offences.

66. "Contravention of contract labour Act would not create employment relationship between contract labour and principal establishment." It was so held in which case

- (A) SAIL vs. National Union Water front Workers
- (B) Air India Statutory Corporation vs. United Labour Union & Ors
- (C) Bangalore Water Supply and Sewerage Board vs. A.Rajappa
- (D) State of U.P vs. Jai Bir Singh

Correct Answer: (A) SAIL vs. National Union Water front Workers

Solution:

Step 1: Understanding the Concept:

The question relates to a very important principle in Indian Industrial Law concerning the consequences of illegal or prohibited contract labour. For a long time, the legal position was that if a principal employer engaged contract labour in violation of the Contract Labour (Regulation and Abolition) Act, 1970, such labour would be deemed to be the direct employees of the principal employer (automatic absorption). This position was later reversed by a larger bench of the Supreme Court.

Step 2: Detailed Explanation:

- In **Air India Statutory Corporation vs. United Labour Union & Ors (1997)**, the Supreme Court held that on abolition of contract labour system, the contract labourers were entitled to be absorbed as regular employees of the principal employer. This was the "automatic absorption" doctrine.
- This decision was later reconsidered by a larger Constitutional Bench of the Supreme Court in **Steel Authority of India Ltd. (SAIL) vs. National Union Waterfront Workers (2001)**. In this landmark judgment, the Supreme Court overruled the *Air India* case.
- The Court in the *SAIL* case held that the Contract Labour Act is a complete code in itself and does not provide for automatic absorption of contract labour upon a notification abolishing contract labour in an establishment. The Court concluded that contravention of the Act's provisions would lead to penal consequences prescribed in the Act but would not result in the automatic creation of an employer-employee relationship between the contract labour and the principal establishment.

The statement in the question directly reflects the legal principle laid down in the *SAIL* case.

Step 3: Final Answer:

It was so held in the case of **SAIL vs. National Union Water front Workers**.

Quick Tip

Remember this major shift in labour law jurisprudence: **Air India case = Automatic Absorption. SAIL case = No Automatic Absorption.** The SAIL case is the current prevailing law on this subject.

67. The Principal regulator envisaged under the Trade Unions Act, 1926

- (A) Regulator of trade unions
- (B) Inspector of trade unions
- (C) Registrar of trade unions

(D) Industrial relations committee

Correct Answer: (C) Registrar of trade unions

Solution:

Step 1: Understanding the Concept:

The question asks to identify the primary administrative and regulatory authority established under the Trade Unions Act, 1926. This Act provides for the registration of trade unions and defines their rights, liabilities, and immunities.

Step 2: Detailed Explanation:

The Trade Unions Act, 1926, provides for the appointment of a specific authority to handle the key functions under the Act.

- **Section 3** of the Act empowers the appropriate Government to appoint a person to be the **Registrar of Trade Unions** for each State.
- The Registrar is the principal statutory authority under the Act. The main functions of the Registrar include:
 - Registration of trade unions (Section 8).
 - Issuing a certificate of registration (Section 9).
 - Cancellation or withdrawal of registration (Section 10).
 - Receiving annual returns and ensuring compliance with the Act's provisions.

The other options like "Regulator of trade unions" or "Inspector of trade unions" are not the official designations used in the Act. The correct and official title of the principal regulator is the "Registrar of trade unions."

Step 3: Final Answer:

The Principal regulator envisaged under the Trade Unions Act, 1926 is the **Registrar of trade unions**.

Quick Tip

Just as the Registrar of Companies is the key regulator under the Companies Act, the **Registrar of Trade Unions** is the key administrative and regulatory figure under the Trade Unions Act. Their primary role is to manage the registration and statutory compliance of trade unions.

68. A teacher is not a workman falling under the category of Workman under Industrial Disputes Act, 1947. This was upheld in which case

- (A) Miss A. Sundarambal v. Government Of Goa, Daman And Diu & others
- (B) Ahmedabad Pvt. Primary Teachers' Association v. Administrative Officer And Ors
- (C) University of Delhi v. Ramnath
- (D) Secretary, Madras Gymkhana Club Employees Union v. Management Of The Gymkhana

Correct Answer: (A) Miss A. Sundarambal v. Government Of Goa, Daman And Diu & others

Solution:

Step 1: Understanding the Concept:

The definition of 'workman' under Section 2(s) of the Industrial Disputes Act, 1947, has been a subject of extensive judicial interpretation. The definition includes persons doing manual, unskilled, skilled, technical, operational, clerical, or supervisory work. The question asks for the landmark case where the Supreme Court decided whether a 'teacher' fits into this definition.

Step 2: Detailed Explanation:

- In the case of **University of Delhi v. Ramnath (1963)**, the Supreme Court had held that the work of imparting education is not an 'industry', and therefore teachers are not 'workmen'.
- This position was reaffirmed and definitively settled in the case of **Miss A. Sundarambal v. Government of Goa, Daman Diu & others (1988)**. The Supreme Court, after analyzing the nature of a teacher's work, held that teachers are not 'workmen' within the meaning of Section 2(s) of the Industrial Disputes Act.
- The Court reasoned that the main work of a teacher is imparting education, which is a noble profession. A teacher's work is neither manual, clerical, nor technical in the sense that these terms are used in the Act. They are not engaged in an 'industry' but are in the field of education. This judgment remains the leading authority on the subject.
- The Ahmedabad Teachers' Association case also dealt with teachers but Sundarambal is the more cited and definitive Supreme Court judgment on this specific point.

Step 3: Final Answer:

The principle that a teacher is not a workman under the Industrial Disputes Act was upheld in **Miss A. Sundarambal v. Government Of Goa, Daman And Diu & others**.

Quick Tip

Remember the *Sundarambal* case as the final word on the status of teachers under the ID Act. The Supreme Court's reasoning was that the work of a teacher is primarily intellectual and creative, falling outside the specific categories mentioned in the definition of 'workman'.

69. The type of disablement envisaged under the Employees Compensation Act that reduces the capacity to work in any employment similar to that the worker was performing at the time of the accident is referred to as

- (A) Permanent partial disablement
- (B) Permanent total disablement
- (C) Temporary disablement
- (D) Temporary total disablement

Correct Answer: (A) Permanent partial disablement

Solution:

Step 1: Understanding the Concept:

The Employees' Compensation Act, 1923, provides for compensation to employees for injuries suffered by accident arising out of and in the course of employment. The Act defines different types of disablement based on the nature and extent of the loss of earning capacity. The question asks to identify the specific type of disablement based on its definition.

Step 2: Detailed Explanation:

Let's look at the key definitions under Section 2 of the Act:

- **Permanent total disablement (Section 2(1)(l)):** This means such disablement of a permanent nature as incapacitates an employee for **all work** which he was capable of performing at the time of the accident. The loss of earning capacity is 100%.
- **Permanent partial disablement (Section 2(1)(g)):** This means such disablement of a permanent nature which **reduces his earning capacity in every employment which he was capable of undertaking** at that time. Where the injury is specified in Schedule I, Part II, it is deemed to result in permanent partial disablement. The question's wording "reduces the capacity to work in any employment *similar* to that the worker was performing" is a practical description of this category. It impairs but does not eliminate the ability to work.
- **Temporary disablement:** This means a condition that results in the temporary reduction of earning capacity, whether total or partial. The employee is expected to recover.

The key phrase in the question is "reduces the capacity to work." It does not say "incapacitates for all work." This reduction in capacity in similar employment points towards a permanent but partial loss, fitting the definition of Permanent partial disablement.

Step 3: Final Answer:

The type of disablement described is **Permanent partial disablement**.

Quick Tip

Distinguish the disablements based on two factors: duration (Permanent vs. Temporary) and extent (Total vs. Partial).

- **Total** = Incapacitates for **all** work.
- **Partial** = **Reduces** earning capacity.

The question uses the word "reduces," which is the keyword for partial disablement.

70. The contribution payable under the ESI Act in respect of an employee shall comprise of

- (A) contribution payable by the employer only
- (B) contribution payable by the employee only
- (C) contribution payable by government only
- (D) contribution payable by employer and employee

Correct Answer: (D) contribution payable by employer and employee

Solution:

Step 1: Understanding the Concept:

The Employees' State Insurance (ESI) Act, 1948, establishes a comprehensive social security scheme. This scheme is financed through a fund. The question asks about the source of the contributions that make up this fund.

Step 2: Detailed Explanation:

The ESI scheme is a contributory one, meaning it is funded by regular contributions from the stakeholders.

- **Section 39** of the ESI Act specifies that the contribution payable under the Act shall comprise of contribution payable by the employer (**employer's contribution**) and contribution payable by the employee (**employee's contribution**).
- The rates of contribution are fixed by the Central Government as a certain percentage of the wages paid to the employee.
- The employer is primarily responsible for paying both their own contribution and the employee's contribution, but they are entitled to recover the employee's share from their wages.
- State Governments also contribute a share of the cost of medical benefits. However, the primary "contribution in respect of an employee" comes from the employer and the employee themselves.

Therefore, the fund is built upon a dual contribution system involving both the employer and the employee.

Step 3: Final Answer:

The contribution shall comprise of **contribution payable by employer and employee**.

Quick Tip

Remember that major social security schemes like ESI and Provident Fund (PF) are based on a contributory principle. The financial responsibility is shared between the employer and the employee to create a sustainable social security net.

71. Which provision under the Industrial Disputes Act, 1947 guarantees the right of workmen laid-off to claim for compensation

- (A) S.25-O
- (B) S.26
- (C) S.25-C
- (D) S.25-M

Correct Answer: (C) S.25-C

Solution:

Step 1: Understanding the Concept:

”Lay-off” is a situation where an employer is unable to provide employment to a workman due to reasons like shortage of coal, power, raw materials, or breakdown of machinery. The Industrial Disputes Act, 1947, provides a right to the laid-off workmen to receive compensation from the employer for the period of lay-off. The question asks for the specific section that grants this right.

Step 2: Detailed Explanation:

Let’s analyze the sections in Chapter VA of the ID Act, which deals with Lay-off and Retrenchment:

- **(A) S.25-O:** Deals with the procedure for closing down an undertaking in certain establishments.
- **(B) S.26:** Deals with illegal strikes and lock-outs.
- **(C) S.25-C:** This section is titled **”Right of workmen laid-off for compensation.”** It explicitly states that whenever a workman whose name is on the muster rolls of an industrial establishment is laid-off, he shall be paid compensation equivalent to fifty per cent of the total of the basic wages and dearness allowance. This section is the source of the right to claim lay-off compensation.
- **(D) S.25-M:** Lays down the special provisions and procedure for lay-off in larger industrial establishments, including the requirement of prior permission from the appropriate government.

While S.25-M provides the procedure for certain establishments, the fundamental right to compensation for a laid-off workman is guaranteed by S.25-C.

Step 3: Final Answer:

The provision that guarantees the right of laid-off workmen to claim compensation is **S.25-C**.

Quick Tip

For the ID Act, remember the key '25 series' sections: **S.25-A** (Applicability of chapter), **S.25-B** (Continuous service), **S.25-C** (Compensation for Lay-off), and **S.25-F** (Conditions precedent to Retrenchment). These are the most frequently tested provisions in this chapter.

72. Natural law is the idea that

- (A) there are rational objective limits to the power of legislative rulers.
- (B) there are no limits to the power of legislative rulers.
- (C) there are limits to the power of the executive laid by the legislature.
- (D) Law is the command of the sovereign

Correct Answer: (A) there are rational objective limits to the power of legislative rulers.

Solution:

Step 1: Understanding the Concept:

The question asks for the core idea behind the school of Natural Law. Natural Law is one of the oldest and most enduring theories in jurisprudence. It posits a connection between law and morality and suggests the existence of a higher, universal law.

Step 2: Detailed Explanation:

- **Core Tenet of Natural Law:** Natural Law theory asserts that there are certain universal, objective, and unchanging moral principles that are inherent in human nature and discoverable by reason. These principles form a "higher law." According to this view, man-made law (positive law) is only valid insofar as it conforms to this higher law. If a law made by a ruler or legislature is grossly unjust or violates these fundamental moral principles, it is not a true law. This creates a moral and rational limit on the power of lawmakers.
- **Analyzing the Options:**
 - (A) **there are rational objective limits to the power of legislative rulers.** This perfectly captures the essence of Natural Law. It states that lawmakers are not omnipotent; their power is limited by objective principles of reason, justice, and morality.

- **(B) there are no limits to the power of legislative rulers.** This is the opposite of Natural Law theory and is more aligned with an extreme version of legal positivism.
- **(C) there are limits to the power of the executive laid by the legislature.** This describes the principle of parliamentary control over the executive within a system of positive law, not the core idea of Natural Law.
- **(D) Law is the command of the sovereign.** This is the classic definition of law given by John Austin, a leading proponent of Legal Positivism, which is the main rival school of thought to Natural Law.

Step 3: Final Answer:

Natural law is the idea that **there are rational objective limits to the power of legislative rulers.**

Quick Tip

Remember the fundamental conflict in jurisprudence: **Natural Law** says an unjust law is no law at all (*lex injusta non est lex*) because law must conform to a higher morality. **Legal Positivism** says a law is a law if it is made by the correct authority, regardless of its moral content.

73. H. L. A. Hart's name is associated with the book

- (A) Province and Function of law
- (B) The Concept of Law
- (C) Social Dimensions of law
- (D) Theories of Social Change

Correct Answer: (B) The Concept of Law

Solution:

Step 1: Understanding the Concept:

The question asks to identify the seminal work of the influential 20th-century legal philosopher, H.L.A. Hart. Hart was a key figure in the school of legal positivism and his work profoundly shaped modern legal theory.

Step 2: Detailed Explanation:

- **H.L.A. Hart (1907-1992):** An English legal philosopher and a leading figure in analytical jurisprudence. His most famous and influential work is "**The Concept of Law**," first published in 1961.
- In this book, Hart developed a sophisticated theory of legal positivism. He famously argued that law is a system of rules, comprising a union of "primary rules" (which impose

duties) and "secondary rules" (which confer powers, such as rules of recognition, change, and adjudication). This work critiqued earlier positivist theories (like Austin's command theory) and engaged with natural law theories.

- The other books mentioned are associated with other authors. For instance, "The Province of Jurisprudence Determined" is by John Austin, and "The Province and Function of Law" is by Julius Stone.

Step 3: Final Answer:

H. L. A. Hart's name is associated with the book **The Concept of Law**.

Quick Tip

For jurisprudence, associate key thinkers with their magnum opus: **John Austin** → *The Province of Jurisprudence Determined*. **H.L.A. Hart** → *The Concept of Law*. **Hans Kelsen** → *Pure Theory of Law*.

74. Section 9 of the Hindu Marriage Act, 1955 deals with

- (A) Restitution of Conjugal Rights
- (B) Void Marriages
- (C) Judicial Separation
- (D) Grounds of Divorce

Correct Answer: (A) Restitution of Conjugal Rights

Solution:

Step 1: Understanding the Concept:

The question asks for the subject matter of a specific section, Section 9, of the Hindu Marriage Act, 1955. This Act codifies the law relating to marriage among Hindus and provides for various matrimonial remedies.

Step 2: Detailed Explanation:

Let's look at the key sections dealing with matrimonial remedies in the Hindu Marriage Act:

- **Section 9:** This section is titled "**Restitution of conjugal rights.**" It provides a remedy to a spouse who has been deserted by the other. It states that when either the husband or the wife has, without reasonable excuse, withdrawn from the society of the other, the aggrieved party may apply for a decree for restitution of conjugal rights.
- **Section 10:** Deals with Judicial Separation.
- **Section 11:** Deals with Void Marriages.
- **Section 12:** Deals with Voidable Marriages.

- **Section 13:** Lays down the Grounds for Divorce.

Therefore, Section 9 specifically deals with the restitution of conjugal rights.

Step 3: Final Answer:

Section 9 of the Hindu Marriage Act, 1955 deals with **Restitution of Conjugal Rights**.

Quick Tip

Memorize the key matrimonial remedies and their section numbers in the Hindu Marriage Act: **S.9** (Restitution of Conjugal Rights), **S.10** (Judicial Separation), **S.11** (Void Marriages), **S.12** (Voidable Marriages), and **S.13** (Divorce). These are the core provisions of the Act.

75. Daughter is equated with the son with reference to joint family property under

- (A) Hindu Succession Amendment Act 2002
- (B) Hindu Succession Amendment Act 1976
- (C) Hindu Succession Amendment Act 1978
- (D) Hindu Succession Amendment Act 2005

Correct Answer: (D) Hindu Succession Amendment Act 2005

Solution:

Step 1: Understanding the Concept:

The question pertains to a major reform in Hindu personal law concerning the rights of daughters in ancestral or joint family property (coparcenary property). Traditionally, under the Mitakshara school of Hindu law, only male descendants were considered coparceners and had a right by birth in the family property. A landmark amendment changed this position.

Step 2: Detailed Explanation:

The original Hindu Succession Act, 1956, retained the Mitakshara coparcenary system and did not grant daughters the status of coparceners. This was seen as a major source of gender discrimination.

- To rectify this, the Parliament passed the **Hindu Succession (Amendment) Act, 2005**.
- This amendment came into force on September 9, 2005.
- The most significant change was the amendment of **Section 6** of the Hindu Succession Act. The new Section 6 declared that a daughter of a coparcener shall, by birth, become a coparcener in her own right in the same manner as a son.

- This gave daughters the same rights and liabilities in the coparcenary property as if she had been a son. It effectively equated the status of a daughter with that of a son with respect to joint family property.

The other years mentioned in the options are incorrect. The year 2005 is the correct year for this historic amendment.

Step 3: Final Answer:

A daughter is equated with the son with reference to joint family property under the **Hindu Succession Amendment Act 2005**.

Quick Tip

The year **2005** is a landmark year in the evolution of Hindu property law. The Hindu Succession (Amendment) Act, 2005 is the single most important reform that granted equal coparcenary rights to daughters, marking a significant step towards gender equality in inheritance.

76. Mubara'at under Muslim law refers to

- (A) Divorce at the instance of Wife
- (B) Cruelty
- (C) Dissolution of marriage with mutual consent
- (D) Ila

Correct Answer: (C) Dissolution of marriage with mutual consent

Solution:

Step 1: Understanding the Concept:

The question asks for the meaning of 'Mubara'at', a specific form of dissolution of marriage under Muslim personal law. Muslim law recognizes various modes of divorce, some initiated by the husband, some by the wife, and some by mutual agreement.

Step 2: Detailed Explanation:

Let's analyze the different forms of divorce mentioned or implied in the options:

- **Divorce at the instance of Wife (Khula):** This is a form of divorce where the wife initiates the separation by giving consideration to the husband (often by forgoing her dower or 'mahr'). It is a divorce purchased by the wife.
- **Cruelty:** This is a ground for seeking judicial divorce under the Dissolution of Muslim Marriages Act, 1939, not a form of divorce in itself.

- **Dissolution of marriage with mutual consent (Mubara'at):** 'Mubara'at' literally means mutual release. It is a form of divorce where both husband and wife are mutually averse to continuing the marriage and agree to dissolve it. The proposal for separation can come from either side. It is a dissolution of marriage by mutual consent.
- **Ila:** This is a form of constructive divorce where the husband takes an oath to abstain from sexual relations with his wife for a period of four months or more. If he adheres to the oath, the marriage is dissolved upon the expiry of the period.

The term 'Mubara'at' correctly corresponds to a divorce by mutual consent.

Step 3: Final Answer:

Mubara'at under Muslim law refers to the **Dissolution of marriage with mutual consent**.

Quick Tip

Remember the key difference between **Khula** and **Mubara'at**: In Khula, the wife initiates and offers consideration to be released from the marriage. In Mubara'at, the aversion is mutual, and the desire to separate is shared by both parties.

77. The discriminatory aspects of S-10 of Indian Divorce Act (now Divorce Act) was removed by substituting new section by the

- (A) Indian Divorce Amendment Act of 2001
- (B) Divorce Amendment Act of 2002
- (C) Indian Divorce Amendment Act of 2006
- (D) Indian Divorce Amendment Act of 2012

Correct Answer: (A) Indian Divorce Amendment Act of 2001

Solution:

Step 1: Understanding the Concept:

The question refers to a significant reform in the personal law applicable to Christians in India. The original Indian Divorce Act, 1869, contained provisions for divorce that were highly discriminatory against women. Section 10 of the original Act required a husband to prove only adultery to get a divorce, whereas a wife had to prove adultery coupled with another ground like cruelty, desertion, or incest.

Step 2: Detailed Explanation:

This discriminatory provision was challenged and widely criticized. To bring the law in line with constitutional principles of equality, the Parliament enacted the **Indian Divorce (Amendment) Act, 2001**. This amendment substantially changed Section 10 of the Act. It removed the discriminatory clauses and established gender-neutral grounds for divorce, making them available to both husband and wife equally. The new grounds, such as adultery, cruelty, and

desertion, were brought in line with other modern personal laws like the Hindu Marriage Act, 1955, and the Special Marriage Act, 1954. The year 2001 is the correct year for this crucial amendment.

Step 3: Final Answer:

The discriminatory aspects of Section 10 were removed by the **Indian Divorce Amendment Act of 2001**.

Quick Tip

Remember **2001** as a landmark year for the reform of Christian personal law in India. The amendment to the Divorce Act was a major step towards gender justice, removing archaic and discriminatory provisions that had been in place for over a century.

78. Trading activities of a company were stopped temporarily in view of the trade depression with an intention to continue the same when the conditions improve. A petition was preferred into the tribunal for winding up of the company. The petition

- (A) is liable to be dismissed.
- (B) will succeed.
- (C) will be kept pending till the conditions improve.
- (D) will not be admitted.

Correct Answer: (A) is liable to be dismissed.

Solution:

Step 1: Understanding the Concept:

The question deals with the grounds for compulsory winding up of a company by the Tribunal. One such ground is the suspension of the company's business for a whole year. The issue here is whether a temporary suspension due to external factors with an intention to resume constitutes a valid ground for a winding-up order.

Step 2: Detailed Explanation:

Under the Companies Act (both the 1956 Act and the 2013 Act), a company may be wound up by the Tribunal if it has suspended its business for a whole year. However, the courts have interpreted this provision purposively. The key factor is the **intention** behind the suspension. For a winding-up order to be made on this ground, the suspension of business must be such that it indicates an **abandonment** of the company's objects or an inability to carry on its business. In the given scenario, the suspension is:

- **Temporary:** It is not a permanent cessation.

- **For a valid reason:** It is due to a trade depression, an external factor beyond the company's control.
- **With an intention to resume:** The company clearly intends to continue its activities once the economic conditions improve.

Given these facts, there is no abandonment of the business. The company is merely waiting for a more favourable time to operate. Therefore, the ground for winding up is not met, and the Tribunal would be justified in dismissing the petition.

Step 3: Final Answer:

The petition is liable to be dismissed.

Quick Tip

For winding up based on suspension of business, the 'animus' or intention is crucial. A temporary stoppage for a genuine reason with a clear intention to restart is not a ground for winding up. The law looks for evidence of an intent to abandon the business.

79. Amalgamation of Companies in National Interest is dealt under

- (A) Section 388 of the Companies Act
- (B) Section 378 of the Companies Act
- (C) Section 396 of the Companies Act
- (D) Section 390 of the Companies Act

Correct Answer: (C) Section 396 of the Companies Act

Solution:

Step 1: Understanding the Concept:

The question asks for the specific provision in the Companies Act that empowers the Central Government to order the compulsory amalgamation of companies. This is distinct from voluntary mergers and amalgamations approved by the Tribunal, as this power is exercised by the government when it is deemed essential in the public interest.

Step 2: Detailed Explanation:

The power for compulsory amalgamation in the public interest was a significant feature of the **Companies Act, 1956**.

- **Section 396 of the Companies Act, 1956** was titled "Power of Central Government to provide for amalgamation of companies in public interest."
- This section granted the Central Government the authority to order the amalgamation of two or more companies into a single company if it was satisfied that it was essential in the public interest.

This power has been carried forward into the **Companies Act, 2013**, under **Section 237**, which deals with the power of the Central Government to provide for the amalgamation of companies in the public interest. Since the options refer to the section numbers of the 1956 Act, Section 396 is the correct answer.

Step 3: Final Answer:

Amalgamation of Companies in National Interest is dealt under **Section 396 of the Companies Act (1956)**.

Quick Tip

Remember to distinguish between voluntary mergers/amalgamations (governed by Sections 230-234 of the 2013 Act, previously S.391-394 of the 1956 Act) which are scheme-based and require Tribunal approval, and compulsory amalgamation in public interest (S.237 of the 2013 Act, previously S.396 of the 1956 Act) which is an executive power of the Central Government.

80. Under Section 171 of the Companies Act, a general meeting of a company may be called by giving a notice in writing for not less than

- (A) 21 days
- (B) 30 days
- (C) 40 days
- (D) 14 days

Correct Answer: (A) 21 days

Solution:

Step 1: Understanding the Concept:

The question asks for the statutory minimum notice period required to call a general meeting of a company. This is a crucial procedural requirement to ensure that members have sufficient time to prepare for the meeting. The question specifically refers to Section 171 of the Companies Act, which is from the 1956 Act.

Step 2: Detailed Explanation:

- **Under the Companies Act, 1956:** Section 171(1) explicitly stated that a general meeting of a company may be called by giving not less than twenty-one days' notice in writing.
- **Under the Companies Act, 2013:** This provision has been retained in Section 101(1). It states that a general meeting may be called by giving not less than clear twenty-one days' notice either in writing or through electronic mode.

The term "clear days" means that the day of sending the notice and the day of the meeting are both excluded from the calculation.

Both the old and new Acts prescribe a 21-day notice period. Therefore, the correct answer is 21 days.

Step 3: Final Answer:

A general meeting may be called by giving a notice in writing for not less than 21 days.

Quick Tip

Remember "21 clear days" as the standard notice period for a general meeting. A shorter notice is possible only if consented to by a specified majority of members (95% of the members entitled to vote at the meeting).

81. A private limited company limits the number of members to

- (A) 30
- (B) 50
- (C) 40
- (D) 150

Correct Answer: (B) 50

Solution:

Step 1: Understanding the Concept:

The question asks for the maximum number of members a private limited company can have. This limit is one of the defining characteristics of a private company, distinguishing it from a public company. The options provided suggest that the question is based on the provisions of the Companies Act, 1956.

Step 2: Detailed Explanation:

- Under the Companies Act, 1956: Section 3(1)(iii)(b) defined a private company as one which, by its articles, limits the number of its members to fifty. This number did not include persons who are in the employment of the company or who, having been formerly in the employment of the company, were members while in that employment and have continued to be members after the employment ceased.
- Under the Companies Act, 2013: The definition of a private company in Section 2(68) was amended. The maximum limit on the number of members was increased from fifty to two hundred.

Since the option '50' is available and '200' is not, the question is clearly framed based on the older Companies Act, 1956.

Step 3: Final Answer:

Under the legal framework presupposed by the options, a private limited company limits the number of members to 50.

Quick Tip

For exams, be aware of the changes between the 1956 and 2013 Companies Acts. The maximum number of members in a private company is a key difference: 1956 Act = 50 members, 2013 Act = 200 members. Always check the options to gauge which Act the question refers to.

82. Contributory negligence means

- (A) The failure by a person to use reasonable care for the safety of either of himself or his property
- (B) Volunteer to pay for the negligence of others
- (C) Contributing the money or money's worth for others wrongs
- (D) Inciting others to commit civil wrong.

Correct Answer: (A) The failure by a person to use reasonable care for the safety of either of himself or his property

Solution:

Step 1: Understanding the Concept:

Contributory negligence is a key concept in the law of torts. It acts as a defense for the defendant. It alleges that the plaintiff, through their own negligence, contributed to the harm they suffered.

Step 2: Detailed Explanation:

Contributory negligence is essentially negligence on the part of the plaintiff. It is the failure of a person (the plaintiff) to exercise reasonable care for their own safety or the safety of their property, which then becomes a contributing cause to the injury or damage they suffer. Let's analyze the options:

- (A) The failure by a person to use reasonable care for the safety of either of himself or his property: This is the precise and correct legal definition of contributory negligence. For example, a pedestrian crossing the road while looking at their phone and getting hit by a speeding car. The driver is negligent, but the pedestrian is contributorily negligent.

- (B) Volunteer to pay for the negligence of others: This describes a guarantee or indemnity, not contributory negligence.
- (C) Contributing the money or money's worth for others wrongs: This relates to the concept of contribution between joint tortfeasors.
- (D) Inciting others to commit civil wrong: This describes abetment or incitement to tort.

Step 3: Final Answer:

Contributory negligence means The failure by a person to use reasonable care for the safety of either of himself or his property.

Quick Tip

Remember the difference: Negligence is a breach of duty of care owed to others. Contributory Negligence is a breach of the 'duty' to take care of oneself. Its effect is not to absolve the defendant completely but to reduce the plaintiff's damages in proportion to their share of the fault (under the principle of apportionment).

83. Where an enterprise is engaged in a hazardous or inherently dangerous activity and harm results to anyone on account of an accident in the operation of such hazardous or inherently dangerous activity resulting, for example, in escape of toxic gas the enterprise is strictly and absolutely liable to compensate all those who are affected by the accident and such liability is not subject to any of the exceptions which operate vis-a-vis the tortious principle of strict liability. - Held in the case of

- (A) Francis Caroli Vs. state
- (B) Shriram food and Fertilisers case
- (C) PUCL Vs. Union of India
- (D) State of Punjab Vs. Mahinder Singh Chawla

Correct Answer: (B) Shriram food and Fertilisers case

Solution:

Step 1: Understanding the Concept:

The question describes the principle of Absolute Liability, a rule of tortious liability developed by the Indian Supreme Court. This principle is an evolution of the rule of Strict Liability (laid down in *Rylands v. Fletcher*) but is far more stringent as it admits none of the exceptions available under strict liability.

Step 2: Detailed Explanation:

The principle of absolute liability was laid down by the Supreme Court in the

landmark case of *M.C. Mehta v. Union of India*, AIR 1987 SC 1086. This case is also famously known as the Oleum Gas Leak case or the Shriram Food and Fertilisers case, as it involved a leak of oleum gas from a unit of Shriram Food and Fertilisers Industries in Delhi.

In this case, Chief Justice P.N. Bhagwati held that the rule of strict liability was outdated for modern industrial societies. The court formulated the new principle of absolute liability, the essence of which is captured verbatim in the question: enterprises engaged in hazardous or inherently dangerous activities have an absolute and non-delegable duty to ensure no harm results, and if it does, they are liable to compensate the victims without recourse to any of the traditional exceptions like 'act of God' or 'act of a third party'.

Step 3: Final Answer:

This principle was held in the Shriram food and Fertilisers case.

Quick Tip

Remember the key distinction: Strict Liability (*Rylands v Fletcher*) = Liable without fault, but with exceptions (e.g., Act of God, Plaintiff's consent). Absolute Liability (*M.C. Mehta* case) = Liable without fault, with no exceptions for hazardous industries.

84. "A tort is a civil wrong for which the remedy is an action for unliquidated damages and which is not exclusively the breach of a contract, or the breach of a trust, or the breach of other merely equitable obligation" - Whose Statement is this

- (A) Winfield
- (B) Salmond
- (C) Pollock
- (D) Griffith

Correct Answer: (A) Winfield

Solution:

Step 1: Understanding the Concept:

The question asks to identify the author of a famous academic definition of 'tort'. Defining tort is notoriously difficult, so jurists have often defined it by describing its characteristics and distinguishing it from other types of civil wrongs.

Step 2: Detailed Explanation:

The definition provided in the question is one of the most widely accepted and comprehensive definitions of tort. It is attributed to the English academic and jurist, Sir Percy Henry Winfield.

Winfield's definition is notable because it defines tort by:

1. Stating what it is: a civil wrong.
2. Stating its primary remedy: an action for unliquidated damages.
3. Stating what it is not: it is distinct from breach of contract, breach of trust, or other equitable obligations.

Other jurists like Salmond provided a very similar definition, but the precise wording in the question is that of Winfield. Salmond defined it as: "a civil wrong for which the remedy is a common law action for unliquidated damages...". Winfield's definition is generally considered more complete.

Step 3: Final Answer:

This statement is from Winfield.

Quick Tip

Remember the key elements in juristic definitions of Tort. Salmond based his theory on the "pigeon-hole" idea (law of torts). Winfield proposed a broader theory (law of tort). His definition, by inclusion and exclusion, is considered a classic.

85. Under section 20 of the M.V. Act If a person is convicted of an offence punishable under section 189 of the Motor Vehicles Act, the court shall ordinarily order for

- (A) Imposing penalty only
- (B) Punishment only
- (C) Both punishment and penalty
- (D) Disqualification under the Act.

Correct Answer: (D) Disqualification under the Act.

Solution:

Step 1: Understanding the Concept:

The question concerns the consequences of a conviction for the offence of 'racing and trials of speed' under Section 189 of the Motor Vehicles Act, 1988. Besides the primary punishment (imprisonment and/or fine), the Act provides for additional measures, particularly relating to the offender's driving license, under Section 20.

Step 2: Detailed Explanation:

- Section 189 of the Motor Vehicles Act provides for punishment (imprisonment and/or fine) for any person who permits or takes part in a race or trial of speed between motor vehicles in any public place.
- Section 20 of the Act gives the court the "Power of court to disqualify."
- Section 20(2) states that a court convicting a person of an offence under this Act shall be empowered to order that the person so convicted shall be disqualified, for such period as the court may specify, from holding any driving licence to drive all classes or kinds of motor vehicles.

The phrase "shall ordinarily order for" suggests a standard or expected action by the court. While the punishment under Section 189 is mandatory upon conviction, the power to disqualify under Section 20 is a crucial ancillary order aimed at public safety to take dangerous drivers off the road. The question specifically directs attention to Section 20, which deals with disqualification. Given the gravity of an offence like racing on public roads, disqualification is a primary tool for the court to prevent its recurrence. Therefore, in the context of Section 20, the most relevant order is disqualification.

Step 3: Final Answer:

The court shall ordinarily order for Disqualification under the Act.

Quick Tip

For offences under the Motor Vehicles Act, always remember that the consequences can be twofold: (1) The primary punishment (fine/imprisonment) for the offence itself, and (2) Ancillary orders like suspension or cancellation of the driving license or disqualification from holding one, aimed at ensuring road safety.

86. Consumer Protection Act was brought into operation in the year

- (A) 1987
- (B) 1986
- (C) 1985
- (D) 1984

Correct Answer: (B) 1986

Solution:

Step 1: Understanding the Concept:

The question asks for the year of enactment of the original Consumer Protection Act in India. This was a landmark piece of social welfare legislation that created

a new framework for the protection of consumer rights.

Step 2: Detailed Explanation:

The Consumer Protection Act, a pivotal legislation aimed at protecting the interests of consumers in India, was enacted by the Parliament in the year 1986. This Act was celebrated for its simplicity and for establishing a three-tier quasi-judicial machinery (District Forum, State Commission, and National Commission) for speedy and inexpensive redressal of consumer grievances. This Act remained in force for over three decades before being replaced by the new Consumer Protection Act of 2019.

Step 3: Final Answer:

The Consumer Protection Act was brought into operation in the year 1986.

Quick Tip

Remember 1986 as the year of the consumer revolution in India. The COPRA (Consumer Protection Act), 1986, is a key date in Indian legal history. Also, be aware that it has been replaced by the Consumer Protection Act, 2019, which has enhanced the scope of consumer rights and the jurisdiction of the commissions.

87. Under Consumer Protection Act, the jurisdiction of the District Forum should not exceed rupees

- (A) Fifty Thousands
- (B) Twenty Five Thousands
- (C) One lakh
- (D) Twenty lakhs

Correct Answer: (D) Twenty lakhs

Solution:

Step 1: Understanding the Concept:

The question asks about the pecuniary (monetary) jurisdiction of the District Consumer Disputes Redressal Forum under the Consumer Protection Act, 1986. The jurisdiction of the consumer forums is based on the value of the goods or services and the compensation claimed. The limits have been amended over time.

Step 2: Detailed Explanation:

Under the Consumer Protection Act, 1986, the pecuniary jurisdiction of the District Forum was originally set at a lower amount. However, through subsequent amendments, this limit was increased to keep pace with inflation and the value of

transactions. For a significant period before the enactment of the new Act in 2019, the jurisdiction of the District Forum was as follows:

- The District Forum had jurisdiction to entertain complaints where the value of the goods or services and the compensation, if any, claimed did not exceed Rupees Twenty Lakhs (Rs. 20,00,000).

Given the options, "Twenty lakhs" is the correct answer reflecting the jurisdiction under the amended 1986 Act.

Step 3: Final Answer:

The jurisdiction of the District Forum should not exceed rupees Twenty lakhs.

Quick Tip

Be aware of the jurisdictional limits under both the old and new Consumer Protection Acts.

- Act of 1986 (amended): District up to 20 Lakhs; State 20 Lakhs to 1 Crore; National above 1 Crore.
- Act of 2019: District up to 1 Crore; State 1 Crore to 10 Crores; National above 10 Crores. (Note: These limits were later revised in 2021).

88. The Second principle of Rule of Law (of A.V. Dicey) relates to

- (A) Equal protection of the laws
- (B) Equality before law
- (C) Dignity of the individual
- (D) Administrative Courts

Correct Answer: (B) Equality before law

Solution:

Step 1: Understanding the Concept:

The question asks to identify the second principle of the 'Rule of Law' as formulated by the British jurist A.V. Dicey in his work "Introduction to the Study of the Law of the Constitution" (1885). Dicey's theory is a cornerstone of modern constitutionalism.

Step 2: Detailed Explanation:

A.V. Dicey elucidated the Rule of Law through three distinct but related principles:

1. **Supremacy of Law:** This is the first principle. It means the absolute supremacy or predominance of regular law as opposed to the influence of arbitrary power,

and excludes the existence of arbitrariness or even of wide discretionary authority on the part of the government.

2. **Equality before the Law:** This is the second principle. It means the equal subjection of all classes (including government officials) to the ordinary law of the land administered by the ordinary law courts. Dicey was particularly opposed to the French system of separate administrative courts (*droit administratif*) for officials.
3. **Predominance of Legal Spirit:** This is the third principle. It holds that the general principles of the constitution (like the right to personal liberty or freedom of assembly) are the result of judicial decisions determining the rights of private persons in particular cases brought before the courts.

Therefore, the second principle is Equality before the law.

Step 3: Final Answer:

The Second principle of Rule of Law relates to Equality before law.

Quick Tip

Remember Dicey's three pillars of the Rule of Law as: 1. No Arbitrary Power, 2. Equality Before Ordinary Courts, and 3. Rights Flow from Court Decisions. His second principle strongly influenced Article 14 of the Indian Constitution.

89. If a Quasi-judicial authority violates the principles of natural justice, the appropriate writ would be

- (A) Mandamus
- (B) Habeas Corpus
- (C) Quo warranto
- (D) Certiorari

Correct Answer: (D) Certiorari

Solution:

Step 1: Understanding the Concept:

The question asks for the appropriate writ petition that can be filed to challenge an order of a quasi-judicial authority (like a tribunal or administrative body) on the ground that it has violated the principles of natural justice (e.g., the rule against bias or the right to a fair hearing).

Step 2: Detailed Explanation:

Let's analyze the purpose of the various writs:

- (A) Mandamus: (Latin for "we command") A writ issued to compel a public or quasi-public authority to perform a public duty that it has failed or refused to perform. It enforces action.
- (B) Habeas Corpus: (Latin for "to have the body") A writ issued to secure the release of a person who has been unlawfully detained.
- (C) Quo Warranto: (Latin for "by what authority") A writ issued to inquire into the legality of a person's claim to a public office.
- (D) Certiorari: (Latin for "to be certified") A writ issued by a superior court to a lower court, tribunal, or quasi-judicial authority, directing it to transmit the record of a case for review. The primary purpose of Certiorari is to quash (cancel) the order or decision of the lower body. It is issued on grounds of excess or lack of jurisdiction, error of law apparent on the face of the record, and violation of the principles of natural justice.

Since the goal is to nullify a decision made in violation of natural justice, the appropriate writ is Certiorari.

Step 3: Final Answer:

The appropriate writ would be Certiorari.

Quick Tip

A simple way to remember the key corrective writs: Mandamus commands an authority to *do* something. Prohibition commands it to *stop* doing something. Certiorari quashes something it has already *done*.

90. A seven member bench of the Supreme Court unanimously struck down clauses 2(d) of Art.323 A and Clause 3(d) of Art 323B of the Constitution relating to tribunals which excluded the jurisdiction of High Court and Supreme Court. The court held that power of judicial review over legislative action is vested in the High Court under Art.226 and in the Supreme Court under Art.32. This is an integral part of the basic structure of the constitution. Name the case

- (A) L. Chandra Kumar vs. Union of India
- (B) Kihota Hollohon vs. Zachilhu
- (C) Nagaraj vs. State of A.P.
- (D) Rajendra Singh Rana vs. Swami Prasad Maurya

Correct Answer: (A) L. Chandra Kumar vs. Union of India

Solution:

Step 1: Understanding the Concept:

The question describes a landmark Supreme Court judgment that dealt with the constitutional validity of administrative tribunals and the extent to which they could oust the jurisdiction of the constitutional courts (High Courts and the Supreme Court). The case is famous for reaffirming the power of judicial review as a part of the basic structure of the Constitution.

Step 2: Detailed Explanation:

The facts and the ruling described in the question correspond exactly to the case of *L. Chandra Kumar v. Union of India*, (1997) 3 SCC 261.

- Articles 323A and 323B were inserted by the 42nd Amendment Act, 1976, to allow Parliament to create administrative and other tribunals to adjudicate disputes on specific matters.
- The relevant clauses of these articles provided for the exclusion of the jurisdiction of all courts, except the Supreme Court under Article 136, a provision known as the "exclusion clause."
- A seven-judge constitutional bench in the *L. Chandra Kumar* case examined the validity of these exclusion clauses.
- The Court unanimously held that the power of judicial review vested in the High Courts under Article 226 and the Supreme Court under Article 32 is an integral and essential feature of the Constitution and forms part of its basic structure.
- Consequently, the Court struck down Clause 2(d) of Article 323A and Clause 3(d) of Article 323B as unconstitutional, to the extent they excluded the jurisdiction of the High Courts and the Supreme Court.

Step 3: Final Answer:

The case is *L. Chandra Kumar vs. Union of India*.

Quick Tip

Remember *L. Chandra Kumar* as the case that established the supremacy of the High Courts' and Supreme Court's power of judicial review over the decisions of tribunals. It created a system where tribunals act as courts of first instance, but their decisions are subject to scrutiny by the High Courts under Articles 226/227.

91. Accepting any other satisfaction than the performance originally agreed is known as

- (A) reciprocal agreement
- (B) reciprocal acceptance

- (C) reciprocal accord and satisfaction
- (D) accord and satisfaction

Correct Answer: (D) accord and satisfaction

Solution:

Step 1: Understanding the Concept:

The question describes a method of discharging a contract where the parties agree to substitute the original performance with a new one. This is a common law concept recognized under the Indian Contract Act, 1872 (e.g., under Section 63).

Step 2: Detailed Explanation:

The term for this concept is Accord and Satisfaction. It consists of two parts:

1. Accord: This is the new agreement by which the parties agree to accept some performance or satisfaction other than what was originally due under the contract. It is the agreement to discharge the existing obligation. For example, A owes B Rs. 10,000. They agree (the accord) that A will deliver a specific painting to B in full settlement of the debt.
2. Satisfaction: This is the actual performance of the new agreement (the accord). When A delivers the painting to B (the satisfaction), the original debt of Rs. 10,000 is discharged.

An accord without satisfaction is generally not a valid discharge of the original contract. The combination of the new agreement (accord) and its performance (satisfaction) is what extinguishes the original contractual obligation.

Step 3: Final Answer:

Accepting any other satisfaction than the performance originally agreed is known as accord and satisfaction.

Quick Tip

Remember the formula: Accord (New Agreement) + Satisfaction (New Performance) = Discharge of Old Obligation. This distinguishes it from Novation (substituting a new contract) or Remission (accepting lesser performance of the same kind).

92. "Where two parties have made a contract which one of them has broken the damage which the other party ought to receive in respect of such breach of contract should be either such as may fairly and reasonably be considered arising naturally i.e. according to the usual course of things from such breach of contract itself or such as may reasonably be supposed to have been in the contemplation of the

parties at the time they made the contract as the probable result of breach of it.”
In which case the principle was down so:

- (A) Clegg v. Hands
- (B) Kapur Chand v. Himayat Ali Khan
- (C) Frost v. Knight
- (D) Hadley v. Baxendale

Correct Answer: (D) Hadley v. Baxendale

Solution:

Step 1: Understanding the Concept:

The question quotes the foundational principle of the law relating to the remoteness of damages in cases of breach of contract. This principle determines which losses suffered by the non-breaching party are recoverable from the breaching party. It limits recovery to those losses that are not too remote.

Step 2: Detailed Explanation:

The statement quoted is the classic formulation of the rule laid down by Baron Alderson in the English case of Hadley v. Baxendale (1854) 9 Exch 341. This case is the cornerstone of the modern law of damages for breach of contract in common law jurisdictions, including India. The principles are largely codified in Section 73 of the Indian Contract Act, 1872.

The rule has two limbs:

1. The First Limb (General Damages): Damages that arise naturally, "in the usual course of things," from the breach. These are losses that any reasonable person would expect to occur from such a breach.
2. The Second Limb (Special Damages): Damages that may not arise naturally but were in the "reasonable contemplation of both parties" at the time they made the contract as the probable result of its breach. This requires the breaching party to have special knowledge of the potential for such loss.

The quote in the question perfectly summarizes these two limbs.

Step 3: Final Answer:

The principle was laid down in the case of Hadley v. Baxendale.

Quick Tip

Associate Hadley v. Baxendale with the two-part test for remoteness of damage in contract law: (1) Natural/Ordinary losses and (2) Contemplated/Special losses. This rule is fundamental to contract law.

93. When a misrepresentation has been made, what are the alternative courses open to an aggrieved

- (A) He can avoid or rescind the contract
- (B) He can affirm the contract and insist on the misrepresentation being made good
- (C) He can rely on upon the misrepresentation, as a defence to an action on the contract
- (D) All of the above

Correct Answer: (D) All of the above

Solution:

Step 1: Understanding the Concept:

The question asks about the remedies available to a person whose consent to a contract was obtained through misrepresentation. Misrepresentation, under Section 18 of the Indian Contract Act, 1872, makes the contract voidable at the option of the aggrieved party.

Step 2: Detailed Explanation:

According to Section 19 of the Indian Contract Act, when consent to an agreement is caused by coercion, fraud, or misrepresentation, the agreement is a contract voidable at the option of the party whose consent was so caused. This gives the aggrieved party several alternative remedies:

- (A) He can avoid or rescind the contract: This is the primary remedy. The aggrieved party can choose to cancel the contract entirely and be restored to their original position.
- (B) He can affirm the contract and insist on the misrepresentation being made good: Alternatively, the party may choose to uphold the contract. If he does so, he can insist that he shall be put in the position in which he would have been if the representation made had been true.
- (C) He can rely on the misrepresentation as a defence: If the party who made the misrepresentation sues the aggrieved party to enforce the contract, the aggrieved party can use the misrepresentation as a valid defence to resist the enforcement of the contract.

Since all three options represent valid courses of action available to the aggrieved party, the correct answer is that all of them are available.

Step 3: Final Answer:

The correct answer is All of the above.

Quick Tip

Remember that a contract induced by misrepresentation is voidable, not void. This gives the innocent party a choice: either rescind (cancel) it or affirm (uphold) it and seek performance as if the representation were true.

94. A solicitor sold certain property to one of his clients. The client subsequently alleged that the property was considerably overvalued and his consent was caused by_____.

- (A) Coercion
- (B) Misrepresentation
- (C) Undue influence
- (D) Estoppel

Correct Answer: (C) Undue influence

Solution:

Step 1: Understanding the Concept:

The question describes a transaction between two parties who are in a special relationship—a solicitor (lawyer) and a client. The law recognizes that certain relationships are inherently unequal, where one party is in a position to dominate the will of the other. Consent obtained in such a situation may be vitiated.

Step 2: Detailed Explanation:

Let's analyze the relevant concepts from the Indian Contract Act:

- Section 16 (Undue Influence): A contract is said to be induced by "undue influence" where the relations subsisting between the parties are such that one of the parties is in a position to dominate the will of the other and uses that position to obtain an unfair advantage over the other.
- The section explicitly states that a person is deemed to be in a position to dominate the will of another where he stands in a fiduciary relation to the other. The relationship between a solicitor and a client is a classic example of a fiduciary relationship.
- In such cases, if a transaction appears to be unconscionable (like selling an overvalued property), the burden of proving that the contract was not induced by undue influence lies upon the person in the dominant position (the solicitor).
- Coercion involves threats of violence or unlawful detention. Misrepresentation involves an innocent false statement. While misrepresentation could be present, the core issue arising from the solicitor-client relationship is the presumption of undue influence.

Step 3: Final Answer:

The client's consent was likely caused by Undue influence.

Quick Tip

Remember the relationships where undue influence is often presumed: Parent-Child, Guardian-Ward, Doctor-Patient, Solicitor-Client, and Spiritual Advisor-Devotee. In transactions between such parties, the dominant party has to prove that the transaction was fair and that the other party gave free and informed consent.

95. "The law of contract is intended to ensure that what a man has been led to expect shall come to pass, that what has been promised shall be performed". Whose statement is this?

- (A) Lord Black
- (B) Henderson
- (C) Anson
- (D) Salmond

Correct Answer: (C) Anson

Solution:

Step 1: Understanding the Concept:

The question provides a jurisprudential statement about the fundamental purpose of the law of contract. This statement emphasizes the "expectation interest"—the idea that contract law's primary function is to fulfill the reasonable expectations created by a promise.

Step 2: Detailed Explanation:

This classic and widely quoted statement on the object of contract law is attributed to Sir William Anson, a renowned English jurist and author of the highly influential textbook, "Anson's Law of Contract." First published in 1879, this book has been a foundational text for law students for generations. Anson's perspective was that the law steps in to protect the expectation that a promise will be honored, thus ensuring predictability and trust in commercial and other dealings. The quote perfectly encapsulates this expectation-based view of contract law.

Step 3: Final Answer:

This statement is by Anson.

Quick Tip

Different jurists have different perspectives on contract law. Anson focuses on fulfilling expectations. Salmond defines a contract as an agreement creating obligations. Knowing these key phrases can help identify the jurist in quote-based questions.

96. Intention not to create a legal obligation was clear from the conduct of parties which among the popular cases deals on the topic.

- (A) Balfour v. Balfour
- (B) Donogue v. Stevenson
- (C) Derry v. Peek
- (D) Birch v. Birch

Correct Answer: (A) Balfour v. Balfour

Solution:

Step 1: Understanding the Concept:

The question asks for a landmark case that established a key principle in contract law: for an agreement to be a legally binding contract, the parties must have an "intention to create legal relations." This principle helps distinguish between serious commercial agreements and casual social or domestic arrangements.

Step 2: Detailed Explanation:

The classic authority on this subject is the English case of *Balfour v. Balfour* [1919] 2 KB 571.

- **Facts:** A husband, who was stationed abroad, promised to pay his wife a monthly allowance while they were living apart. Later, they separated, and the husband stopped the payments. The wife sued him for the money.
- **Holding:** The Court of Appeal held that the agreement was not a legally enforceable contract. Lord Atkin famously stated that agreements made between a husband and wife are often not intended to be attended by legal consequences. The parties, in the court's view, did not intend that their domestic arrangement should be sued upon.
- **Principle:** The case established the presumption that in social and domestic agreements, there is no intention to create legal relations, and therefore, such agreements are generally not enforceable as contracts.

The other cases are irrelevant: *Donoghue v. Stevenson* is a tort law case on negligence. *Derry v. Peek* is a case on the tort of deceit (fraudulent misrepresentation).

Step 3: Final Answer:

The popular case that deals with the topic is *Balfour v. Balfour*.

Quick Tip

Remember the two key presumptions about intention:

1. Social/Domestic Agreements (e.g., *Balfour v. Balfour*): Presumed NOT to be legally binding.
2. Commercial Agreements: Presumed TO BE legally binding.

These are only presumptions and can be rebutted by evidence to the contrary.

97. According to the Indian law in a lawful contract, consideration

- (A) Must move from promisee only
- (B) May move from promisee or any other person
- (C) is not necessary at all
- (D) None of the above

Correct Answer: (B) May move from promisee or any other person

Solution:

Step 1: Understanding the Concept:

The question asks about the rule of consideration in Indian contract law, specifically concerning who can provide the consideration. This is a point where Indian law differs from English law.

Step 2: Detailed Explanation:

The rule is derived from the definition of 'consideration' in Section 2(d) of the Indian Contract Act, 1872. The definition states: "When, at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing, something, such act or abstinence or promise is called a consideration for the promise". The key phrase here is "promisee or any other person." This means that under Indian law, consideration does not necessarily have to come from the promisee; it can be provided by a third party (a stranger to the consideration).

- (A) Must move from promisee only: This is the established rule in English Law. It is incorrect for India.
- (B) May move from promisee or any other person: This is the correct position under Indian Law, as established by Section 2(d) and affirmed in cases like *Chinnaya v. Ramayya*.

Step 3: Final Answer:

According to Indian law, consideration May move from promisee or any other person.

Quick Tip

Remember the key difference: English Law = "Privity of Consideration" (consideration must move from the promisee). Indian Law = No privity of consideration (it can move from "any other person"). This is a fundamental distinction.

98. Raghav owes Murli Rs.10,000/-.This debt is time barred by the limitation Act. Even then Murli, promises in writing to pay Raghav R. 4,500/- on account of debt and signs the document. This contract is

- (A) Enforceable
- (B) Unenforceable
- (C) Void
- (D) None of the above

Correct Answer: (A) Enforceable

Solution:

Step 1: Understanding the Concept:

The question tests an exception to the general rule that an agreement made without consideration is void. Specifically, it deals with a promise to pay a debt that has become legally unenforceable due to the expiry of the limitation period (a 'time-barred' debt).

Step 2: Detailed Explanation:

The general rule is laid down in Section 25 of the Indian Contract Act, 1872: "An agreement made without consideration is void". However, the same section provides certain exceptions.

- Section 25(3) creates a specific exception for time-barred debts. It states that a promise to pay a debt barred by the law of limitation is a valid and enforceable contract if the promise is:
 1. made in writing, and
 2. signed by the person to be charged (the debtor) or his authorized agent.

In the given scenario:

- There is a time-barred debt.

- Murli (the debtor) makes a promise to pay a part of it (Rs. 4,500).
- The promise is in writing.
- Murli signs the document.

All the conditions of Section 25(3) are fulfilled. Therefore, the new promise to pay Rs. 4,500 constitutes a valid and enforceable contract, even though there is no new consideration for it.

Step 3: Final Answer:

This contract is Enforceable.

Quick Tip

Remember the three exceptions to the "no consideration, no contract" rule in Section 25: (1) Promise out of natural love and affection, (2) Promise to compensate for past voluntary services, and (3) Promise to pay a time-barred debt. These are frequently tested.

99. An agency can be terminated by

- (A) Agreement between parties
- (B) By renunciation by the agent
- (C) By completion of business of agency
- (D) All the above

Correct Answer: (D) All the above

Solution:

Step 1: Understanding the Concept:

The question asks about the various modes by which a contract of agency can be terminated or brought to an end. The Indian Contract Act, 1872, in Sections 201 to 210, outlines these different modes.

Step 2: Detailed Explanation:

Termination of agency can occur in two broad ways: by the act of the parties or by operation of law. Let's analyze the options based on Section 201 of the Act:

- (A) Agreement between parties: An agency, being created by an agreement, can also be terminated by a mutual agreement between the principal and the agent at any time. This is a valid mode of termination by the act of parties.
- (B) By renunciation by the agent: The agent can terminate the agency by giving reasonable notice and renouncing the business of the agency. This is

also a valid mode by the act of a party. (Similarly, the principal can revoke the agent's authority).

- (C) By completion of business of agency: This is a mode of termination by operation of law. When the specific task for which the agency was created is completed, the agency relationship automatically comes to an end as its purpose has been fulfilled.

Since all the options listed—(A) mutual agreement, (B) renunciation by the agent, and (C) completion of the business—are valid and recognized methods for terminating an agency, the correct answer is all of the above.

Step 3: Final Answer:

The correct answer is All the above.

Quick Tip

Remember the modes of termination of agency can be grouped into two categories:

1. By Act of Parties: Revocation by Principal, Renunciation by Agent, Mutual Agreement.
2. By Operation of Law: Completion of Business, Expiry of Time, Death/Insanity of Principal or Agent, Insolvency of Principal.

100. Which type of loss are not covered by a contract of indemnity

- (A) Loss arising from accidents like fire or perils of the sea
- (B) Loss caused by the promisor himself or by a third person
- (C) Loss arising by human agency
- (D) None of the above

Correct Answer: (A) Loss arising from accidents like fire or perils of the sea

Solution:

Step 1: Understanding the Concept:

The question asks about the scope of a contract of indemnity as defined under the Indian Contract Act, 1872, and specifically, what kind of losses are excluded from this definition.

Step 2: Detailed Explanation:

- Section 124 of the Indian Contract Act, 1872, defines a contract of indemnity as: "A contract by which one party promises to save the other from loss caused to him by the conduct of the promisor himself, or by the conduct of any other person..."
- Scope of the Indian Definition: This definition is quite narrow. It restricts the scope of indemnity to losses that are caused by human agency only (either the indemnifier or a third person).
- What is not covered: Consequently, the definition in Section 124 does not cover losses arising from accidents like fire, perils of the sea, or other acts of God, unless these events are caused by human conduct.
- Analysis of Options:
 - (A) Loss arising from accidents like fire or perils of the sea: These are generally not caused by human agency and are therefore not covered by the strict definition in Section 124.
 - (B) Loss caused by the promisor himself or by a third person: This is the exact wording of what is covered by Section 124.
 - (C) Loss arising by human agency: This is another way of describing what is covered.

Therefore, losses from accidents like fire (unless caused by a person) are not covered under the specific definition of indemnity in the Indian Contract Act.

Step 3: Final Answer:

The type of loss not covered is Loss arising from accidents like fire or perils of the sea.

Quick Tip

Be aware that the Indian definition of indemnity (S.124) is narrower than the English law definition. In England, indemnity covers losses from any cause, including accidents. In India, the statutory definition is limited to losses from human conduct. However, Indian courts often apply the broader English principles in practice, especially for insurance contracts.