

All India Bar Examination - VII [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. Rashtriya Swasthya Bima Yojna is mainly meant to serve the needs of

- (A) Organised workers
- (B) Unorganised workers
- (C) Unorganized sector workers belonging to BPL category and their family members
- (D) Organized sector workers belonging to BPL category and their family members

Correct Answer: (C) Unorganized sector workers belonging to BPL category and their family members

Solution:

Step 1: Understanding the Concept:

The Rashtriya Swasthya Bima Yojana (RSBY) was a government-sponsored health insurance scheme in India. The primary objective of the scheme was to provide health insurance coverage for families living Below the Poverty Line (BPL).

Step 2: Detailed Explanation:

The scheme was launched by the Ministry of Labour and Employment, Government of India, to provide health insurance coverage for BPL families.

The target group was specifically workers in the unorganized sector, who often lack social security and access to affordable healthcare.

The scheme aimed to protect these vulnerable families from catastrophic health expenditures that could push them deeper into poverty.

Therefore, the most accurate description of the beneficiaries is unorganized sector workers belonging to the BPL category and their family members.

Quick Tip

When answering questions about government schemes, focus on the target beneficiaries and the primary objective of the scheme. Key terms like 'BPL' (Below Poverty Line) and 'unorganized sector' are often crucial differentiators in the options.

2. Equal pay for equal work for both men and women is proclaimed under——— of the Constitution of India.

- (A) Art.39(a)
- (B) Art.39(d)
- (C) Art.39(b)
- (D) Art.39(c)

Correct Answer: (B) Art.39(d)

Solution:

Step 1: Understanding the Concept:

The principle of 'Equal pay for equal work' is a Directive Principle of State Policy (DPSP) enshrined in Part IV of the Constitution of India. DPSPs are guidelines for the state to follow in its governance, though they are not enforceable in a court of law.

Step 2: Detailed Explanation:

Article 39 of the Constitution lists certain principles of policy to be followed by the State.

Let's examine the relevant clauses:

- **Article 39(a)** states that the citizens, men and women equally, have the right to an adequate means of livelihood.
- **Article 39(d)** explicitly states that the State shall, in particular, direct its policy towards securing that there is equal pay for equal work for both men and women.
- **Article 39(b)** deals with the ownership and control of material resources of the community.
- **Article 39(c)** deals with the operation of the economic system to prevent the concentration of wealth.

Clearly, Article 39(d) is the specific provision that proclaims the principle of equal pay for equal work.

Quick Tip

It is highly recommended to memorize the key provisions of Fundamental Rights (Part III) and Directive Principles of State Policy (Part IV), especially articles like 14, 19, 21, 32, 39, 40, 44, and 51. The clauses within articles like 19 and 39 are frequently asked.

3. Where any workman is suspended by the employer pending investigation or inquiry into complaints or charges of misconduct against him, the employer shall pay to such workman subsistence allowance. This provision was inserted in the Industrial Employment (Standing Orders) Act, 1946 in which year

- (A) 1992
- (B) 1982
- (C) 2009
- (D) 2010

Correct Answer: (B) 1982

Solution:

Step 1: Understanding the Concept:

The Industrial Employment (Standing Orders) Act, 1946, requires employers in industrial establishments to formally define the conditions of employment. Subsistence allowance is a payment made to a suspended employee to sustain themselves during the period of suspension pending inquiry.

Step 2: Detailed Explanation:

The provision for payment of subsistence allowance was not originally part of the 1946 Act. It was introduced by the Industrial Employment (Standing Orders) Amendment Act, 1982.

This amendment inserted **Section 10-A** into the Act.

Section 10-A mandates the payment of subsistence allowance to a workman who is suspended, pending investigation or inquiry into misconduct.

The rates prescribed are:

- 50% of the wages for the first 90 days of suspension.
- 75% of the wages for the remaining period of suspension if the delay in completion of disciplinary proceedings is not attributable to the workman.

Quick Tip

For law exams, remembering the year of significant amendments to major acts like the Industrial Disputes Act, Factories Act, or Standing Orders Act is very important. Create a timeline of major legislative changes to aid memorization.

4. ————— - was a leading case on the point as to whether an employer has a right to deduct wages unilaterally and without holding an enquiry for the period the employees go on strike or resort to go slow

- (A) Bank of India v. T.S.Kelawala and others
- (B) Randhirsingh v. Union of India
- (C) Kamani metals and alloys Ltd. v. Their workmen
- (D) Workmen v. Reptakos Brett and Co.Ltd.

Correct Answer: (A) Bank of India v. T.S.Kelawala and others

Solution:

Step 1: Understanding the Concept:

This question pertains to the principle of "no work, no pay" in labour law. It examines whether an employer can deduct wages for the period an employee is on strike, especially without conducting a formal inquiry.

Step 2: Detailed Explanation:

The landmark case on this subject is **Bank of India v. T.S. Kelawala and others (1990)**. In this case, the Supreme Court of India held that wages are paid for work done. If employees do not work, they are not entitled to wages for that period.

The Court established that the employer has the right to deduct wages for the period of a strike (whether legal or illegal) without the need for a prior inquiry. The deduction of wages is not a penalty but a direct consequence of the absence from work. The employer only needs to provide proof of the employee's absence.

The other cases are also significant but in different contexts:

- *Randhirsingh v. Union of India*: Related to 'equal pay for equal work'.
- *Kamani metals and alloys Ltd. v. Their workmen*: Related to the concept of a collective agreement and the power of industrial tribunals.
- *Workmen v. Reptakos Brett and Co.Ltd.*: Related to the revision of dearness allowance.

Quick Tip

For case-law based questions, create short notes for landmark judgments, summarizing the key principle or ratio decidendi of each case. Associating the case name with a core legal principle (e.g., Kelawala -j, no work, no pay) is an effective revision technique.

5. Under the Industrial disputes Act, if the employer terminates the services of an individual workman, any dispute /difference arising out of such termination shall be deemed to be':

- (A) industrial dispute
- (B) individual dispute
- (C) both individual and industrial dispute
- (D) none of these.

Correct Answer: (A) industrial dispute

Solution:

Step 1: Understanding the Concept:

The Industrial Disputes Act, 1947, traditionally defined an "industrial dispute" as a dispute between employers and workmen, employers and employers, or workmen and workmen, connected with employment or conditions of labour. Initially, a dispute involving a single workman was not considered an industrial dispute unless espoused by a trade union or a number of workmen.

Step 2: Detailed Explanation:

This position was changed by the insertion of **Section 2A** into the Industrial Disputes Act, 1947, via an amendment in 1965.

Section 2A is a deeming provision. It states that where an employer discharges, dismisses, retrenches, or otherwise terminates the services of an **individual workman**, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment, or termination shall be deemed to be an industrial dispute.

This allows an individual workman to raise a dispute directly without it being sponsored or espoused by a trade union. Therefore, such a dispute is legally treated as an "industrial dispute".

Quick Tip

Remember the significance of Section 2A of the Industrial Disputes Act. It is a crucial provision that empowers individual workmen to seek remedies for termination, greatly expanding the scope of the Act from purely collective disputes to individual grievances of this nature.

6. Gloucestershire grammar School Case is a leading case to explain the

- (A) Volenti non fit injuria

- (B) Injuria non fit volenti
- (C) Damnum sine injuria
- (D) Injuria sine damnum

Correct Answer: (C) Damnum sine injuria

Solution:

Step 1: Understanding the Concept:

This question relates to fundamental maxims in the Law of Torts.

- **Damnum sine injuria:** This means damage without the violation of a legal right. In such cases, no action lies in tort.
- **Injuria sine damno:** This means the violation of a legal right without causing any actual harm or damage. This is actionable in tort.
- **Volenti non fit injuria:** This is a defense in tort, meaning no injury is done to one who consents.

Step 2: Detailed Explanation:

The **Gloucester Grammar School Case** is the classic illustration of the maxim *Damnum sine injuria*.

Facts of the case: The defendant, a schoolmaster, set up a rival school next to the plaintiff's school. This competition caused the plaintiff to reduce their fees, resulting in a financial loss. The plaintiff sued the defendant for this loss.

Judgment: The court held that the defendant had not violated any legal right of the plaintiff. The defendant was merely exercising his lawful right to carry on a profession. Even though the plaintiff suffered financial damage (*damnum*), there was no infringement of a legal right (*injuria*). Therefore, no action could be maintained.

Quick Tip

Clearly distinguish between *Damnum sine injuria* and *Injuria sine damno*. Remember the leading cases for each: *Gloucester Grammar School* for the former and *Ashby v. White* (where a voter was wrongfully prevented from voting) for the latter.

7. Right to freedom to acquire, hold and dispose -off property is abolished by

- (A) 44th Amendment Act, 1978
- (B) 43rd Amendment Act, 1976
- (C) 50th Amendment Act, 1950
- (D) 1st Amendment Act, 1951

Correct Answer: (A) 44th Amendment Act, 1978

Solution:

Step 1: Understanding the Concept:

The right to property was originally a Fundamental Right under the Constitution of India.

However, its status was changed through a constitutional amendment.

Step 2: Detailed Explanation:

Initially, the Constitution guaranteed the right to property under two articles:

1. **Article 19(1)(f)**: The right of citizens "to acquire, hold and dispose of property".
2. **Article 31**: Protection against deprivation of property save by authority of law.

The **44th Amendment Act, 1978**, made significant changes to this position.

- It repealed Article 19(1)(f) and Article 31 from Part III (Fundamental Rights) of the Constitution.

- It inserted a new article, **Article 300-A**, in Part XII of the Constitution.

Article 300-A states: "No person shall be deprived of his property save by authority of law."

As a result, the right to property is no longer a Fundamental Right but has become a **constitutional/legal right**. This means that while a person can seek a remedy for its violation, they cannot directly approach the Supreme Court under Article 32 as they can for Fundamental Rights.

Quick Tip

The 42nd and 44th Amendments are two of the most important amendments to the Indian Constitution. It's crucial to remember the key changes brought by each. The 44th Amendment (by the Janata Party government) is often remembered for reversing some of the more controversial aspects of the 42nd Amendment (enacted during the Emergency).

8. Which one of the following is covered under the definition of State

- (A) The Indian Statistical Institute
- (B) Indian Council of Agricultural Research
- (C) Sainik School Society
- (D) NCERT

Correct Answer: (D) NCERT

Solution:

Step 1: Understanding the Concept:

Article 12 of the Constitution of India defines the term "State" for the purposes of Part III (Fundamental Rights) and Part IV (Directive Principles). The definition includes the Government and Parliament of India, the Government and Legislatures of the States, and all local or **other authorities** within the territory of India or under the control of the Government of India. The term "other authorities" has been interpreted broadly by the judiciary.

Step 2: Detailed Explanation:

The Supreme Court, in cases like *Ajay Hasia v. Khalid Mujib*, laid down tests to determine if a body is an "instrumentality or agency of the State". These tests include the extent of financial assistance from the state, the degree of state control, the monopolistic character of the body,

and whether it performs public functions.

Applying these principles, the courts have held several bodies to be "State":

- **NCERT (National Council of Educational Research and Training):** In the case of *Chander Mohan Khanna v. NCERT*, the Supreme Court held that NCERT is a 'State' as it is an agency and instrumentality of the government. It is largely funded by the government and performs important public functions in the field of education.

- While bodies like ICAR and Sainik School Societies have also been held to be 'State' in certain judicial pronouncements due to their governmental control and funding, NCERT is one of the most consistently and clearly established examples in constitutional law jurisprudence. Given the options, NCERT is the most unequivocally accepted answer.

Quick Tip

Remember the key case *Ajay Hasia v. Khalid Mujib* for the test of determining "other authorities" under Article 12. For exams, common examples of bodies held to be 'State' include LIC, ONGC, SAIL, and NCERT, while BCCI is a famous example of a body held not to be 'State'.

9. National Conservation Strategy and Policy Statement on Environment and Development is a major environmental policy in India and it was passed in the year

- (A) 1988
- (B) 1982
- (C) 1992
- (D) 1990

Correct Answer: (C) 1992

Solution:

Step 1: Understanding the Concept:

This question asks for the year of adoption of a significant environmental policy document in India. This policy was a precursor to many of India's later environmental and developmental frameworks.

Step 2: Detailed Explanation:

The Government of India adopted the **National Conservation Strategy and Policy Statement on Environment and Development** in June **1992**.

This was a significant year for global environmentalism as the United Nations Conference on Environment and Development (UNCED), also known as the Rio Earth Summit, was held in the same month.

The Indian policy statement aimed to integrate environmental considerations into the policies and programs of different sectors. Its main objectives included:

- Conservation of natural resources.
- Prevention and control of pollution.
- Sustainable development.

- Meeting the basic needs of the people without degrading the environment.

Quick Tip

Associate major Indian environmental policies with global events. The 1992 policy is closely linked to the 1992 Rio Earth Summit. Similarly, remember the timeline: Stockholm Conference (1972) -¿ Water Act (1974) -¿ Air Act (1981) -¿ Bhopal Gas Tragedy (1984) -¿ Environment Protection Act (1986).

10. ———- of the Environmental Protection Act, 1986, defines 'Environment'

- (A) Section 2(a)
- (B) Section 3(a)
- (C) Section 1(a)
- (D) Section 11(a)

Correct Answer: (A) Section 2(a)

Solution:

Step 1: Understanding the Concept:

The Environment (Protection) Act, 1986, is the umbrella legislation for environmental protection in India. Section 2 of most statutes is the "Definitions" clause, where key terms used in the Act are defined.

Step 2: Detailed Explanation:

Section 2(a) of the Environment (Protection) Act, 1986, provides the definition of "environment".

It defines "environment" as follows:

"Environment" includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

This is a very comprehensive definition that covers both biotic (living) and abiotic (non-living) components and their interactions.

Other sections mentioned are incorrect:

- Section 3 deals with the Power of the Central Government to take measures to protect and improve the environment.
- Section 1 is for Short title, extent, and commencement.
- Section 11 deals with the Powers of entry and inspection.

Quick Tip

In most Indian statutes, Section 2 is the definition section. Remembering the specific clause (like 2(a), 2(b), etc.) for very important definitions in major Acts like the EPA, IPC, or CrPC can fetch you easy marks.

11. Polluter Pays Principle means

- (A) polluter should bear the cost of pollution as the polluter is responsible for pollution
- (B) polluter should not necessarily bear the cost of pollution as the polluter is may not be responsible for pollution
- (C) polluter may bear the cost of pollution as the polluter may be responsible for pollution
- (D) none of the above

Correct Answer: (A) polluter should bear the cost of pollution as the polluter is responsible for pollution

Solution:

Step 1: Understanding the Concept:

The "Polluter Pays Principle" is a fundamental principle of environmental law. It dictates that the party responsible for producing pollution is responsible for paying for the damage done to the natural environment.

Step 2: Detailed Explanation:

The principle has two main aspects:

1. **Cost of Prevention and Control:** The polluter is liable to bear the cost of pollution prevention and control measures.
2. **Cost of Remediation and Compensation:** The polluter is also liable to compensate the victims of pollution and pay for the cost of restoring the damaged environment (remediation). The Supreme Court of India has firmly incorporated this principle into Indian environmental law, notably in cases like *Indian Council for Enviro-Legal Action v. Union of India* and *Vellore Citizens' Welfare Forum v. Union of India*.

Option (A) accurately summarizes this core idea: the responsibility for the cost lies with the one responsible for the pollution. Options (B) and (C) use weak or incorrect phrasing like "should not necessarily" and "may bear," which contradicts the mandatory nature of the principle.

Quick Tip

Remember the three main principles of environmental law often discussed by the Indian judiciary: 1. **Polluter Pays Principle:** The polluter is financially responsible. 2. **Precautionary Principle:** Take precautions even with scientific uncertainty. 3. **Public Trust Doctrine:** The state is a trustee of natural resources.

12. "Pollution is a civil wrong. By its very nature, it is a tort committed against the community as a whole. A person, therefore, who is guilty of causing pollution, has to pay damages (compensation) for restoration" of the environment. He has also to pay damages to those who have suffered loss on account of the act of the offender. Further, the offender can also be held liable to pay exemplary damages so that it may act as a deterrent for others not to cause pollution in any manner. However, the court cannot impose any pollution fine in absence of any trial and

finding of guilty under the relevant statutory provisions.” This observation was made in

- (A) M.C. Mehta v. Kamal Nath
- (B) Calcutta Tanneries Case
- (C) M.C. Mehta v. UOI
- (D) A.P. Pollution Control Board v. M.V. Nayudu

Correct Answer: (A) M.C. Mehta v. Kamal Nath

Solution:

Step 1: Understanding the Concept:

This question asks to identify the landmark Supreme Court case in which the quoted observations about pollution being a civil wrong and the liability for restorative and exemplary damages were made.

Step 2: Detailed Explanation:

The observation quoted in the question was made by the Supreme Court of India in the case of **M.C. Mehta v. Kamal Nath (1997)**, also known as the *Span Motels Case*.

Context of the Case: A private company, Span Motels, had built a motel on the bank of the River Beas. It encroached upon forest land and used earthmovers to divert the river’s course to protect the motel from floods, causing significant ecological damage.

Key Holdings: The Court made the quoted observations while holding the company liable. It invoked the **Public Trust Doctrine**, stating that the State is the trustee of natural resources. The court ordered the company to pay compensation for the restoration of the environment and exemplary damages for the harm caused. This judgment is a cornerstone for applying the Polluter Pays Principle in India.

Quick Tip

For environmental law, associate key cases with key principles. - *M.C. Mehta v. Union of India (Oleum Gas Leak Case)*: Principle of Absolute Liability. - *M.C. Mehta v. Kamal Nath (Span Motels Case)*: Public Trust Doctrine and Polluter Pays Principle. - *Vellore Citizens’ Welfare Forum v. UOI*: Precautionary Principle and Polluter Pays Principle.

13. India became a party to the International Convention on Biological Diversity in

- (A) 1992
- (B) 1995
- (C) 1994
- (D) 2000

Correct Answer: (C) 1994

Solution:

Step 1: Understanding the Concept:

The Convention on Biological Diversity (CBD) is a multilateral treaty with three main goals: the conservation of biological diversity; the sustainable use of its components; and the fair and equitable sharing of benefits arising out of the utilization of genetic resources. A country becomes a "party" to a convention when it ratifies it.

Step 2: Detailed Explanation:

- The text of the CBD was opened for signature on 5 June 1992 at the United Nations Conference on Environment and Development (the Rio "Earth Summit").
- India signed the Convention on Biological Diversity in 1992.
- India **ratified** the Convention on **18 February 1994**.
- Upon ratification, India officially became a party to the convention.

In pursuance of its commitments under the CBD, India enacted the Biological Diversity Act in 2002.

Quick Tip

For international conventions, distinguish between the year the convention was opened for signature and the year a specific country ratified it. The question often asks when a country became a "party," which refers to the date of ratification.

14. "A", a railway company is in possession of goods as a consignee. It does not claim any interest in the goods except lien of wharfage, demurrage and freight but rival claims have been made by "B" and "C" adversely to each other "A" can institute

- (A) An application to decide the same
- (B) An interpleader suit
- (C) Friendly suit
- (D) None of the above

Correct Answer: (B) An interpleader suit

Solution:

Step 1: Understanding the Concept:

An interpleader suit is a legal proceeding initiated by a neutral third party (the plaintiff/stakeholder) who holds property or owes money that is being claimed by two or more other parties (the defendants/claimants). The purpose of the suit is to have the court decide who is the rightful owner of the property or money.

Step 2: Key Formula or Approach:

The conditions for filing an interpleader suit are laid down in **Section 88 of the Code of Civil Procedure, 1908 (CPC)**. The key conditions are:

1. There must be some debt, sum of money, or other property in dispute.
2. Two or more persons must be claiming it adversely to one another.
3. The person from whom the property is claimed (the plaintiff) must not have any interest in

it, other than for charges or costs.

4. The plaintiff must be willing to pay or deliver the property to the rightful claimant.

5. There must be no suit already pending in which the rights of the rival claimants can be properly decided.

Step 3: Detailed Explanation:

Let's apply these conditions to the given scenario:

- **Property in dispute:** The goods held by the railway company.

- **Adverse claimants:** "B" and "C" are making rival claims.

- **Plaintiff's interest:** The railway company "A" claims no interest except its lien for charges (wharfage, demurrage, freight), which is permissible.

- **Willingness to deliver:** "A" wants to deliver the goods to the rightful owner.

The situation perfectly matches the requirements of an interpleader suit. By filing this suit, the railway company ("A") can deposit the goods with the court and ask the court to compel "B" and "C" to "interplead," i.e., to litigate against each other to determine the rightful owner. This protects "A" from being sued by both parties.

Quick Tip

Remember the purpose of an interpleader suit: it is a remedy for a person who is in a position of a stakeholder, not for a person who has a personal interest in the subject matter of the dispute. The classic example is a bailee (like a railway company or warehouse) or an insurer facing claims from multiple beneficiaries.

15. As per the provisions of the Criminal procedure Code, the word 'inspection' used in S.93(1) (C) refers to

- (A) Things or documents
- (B) Documents only
- (C) Locality and place
- (D) None of the above

Correct Answer: (C) Locality and place

Solution:

Step 1: Understanding the Concept:

Section 93 of the Code of Criminal Procedure, 1973 (CrPC) deals with the circumstances under which a search warrant may be issued by a court. It has three sub-clauses outlining different situations.

Step 2: Detailed Explanation:

Let's analyze the clauses of Section 93(1):

- **Section 93(1)(a):** Allows a court to issue a search warrant if a person to whom a summons under Section 91 has been issued is not expected to produce the document or thing as required. This clearly refers to documents or things.

- **Section 93(1)(b):** Allows a search warrant where the court does not know the person in possession of the required document or thing. This also refers to documents or things.
- **Section 93(1)(c):** This is the relevant clause. It states that a court may issue a search warrant "where the Court considers that the purposes of any inquiry, trial or other proceeding under this Code will be served by a general search or **inspection**".

The term "inspection" in this context is used in conjunction with "general search" and is interpreted to mean the inspection of a place or locality, as opposed to the specific document or thing mentioned in the preceding clauses. It grants a wider power to the court to authorize a search of a place for the general purposes of an investigation or trial.

Quick Tip

When reading a statute, pay attention to the context and structure. In S.93 CrPC, clauses (a) and (b) are specific (about a known or unknown person possessing a document/thing), while clause (c) is general. This contextual difference helps in correctly interpreting words like "inspection".

16. Statement recorded during investigation under S.161 of Cr.P. C can be used during trial for

- (A) Corroborating the witness
- (B) Contradicting the witness
- (C) Both A and B
- (D) Neither A nor B

Correct Answer: (B) Contradicting the witness

Solution:

Step 1: Understanding the Concept:

Section 161 of the CrPC empowers a police officer to examine witnesses during an investigation. The statements made by these witnesses are recorded by the police. Section 162 of the CrPC governs how these statements can be used in a subsequent trial.

Step 2: Detailed Explanation:

Section 162(1) of the CrPC lays down a general rule that no statement made by any person to a police officer in the course of an investigation shall be used for any purpose at any inquiry or trial. This means it cannot be used as substantive evidence.

However, the **proviso to Section 162(1)** carves out a specific exception. It states that when a witness is called for the prosecution in such inquiry or trial, their previous statement recorded by the police can be used by the **accused** (and by the prosecution with the permission of the Court) for the purpose of **contradicting** such witness under Section 145 of the Indian Evidence Act.

Therefore, the statement cannot be used for corroboration. Its primary permissible use is for contradiction. If a witness says something in court that is different from what they told the police, the defense can use the S.161 statement to impeach their credibility.

Quick Tip

Remember the "Corroboration vs. Contradiction" rule for S.161 statements. They can be used to show a witness is unreliable (contradiction) but not to show they are reliable (corroboration). This is a fundamental concept in criminal procedure and evidence law.

17. "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 v. State of Andhra Pradesh
- (B) State of Himachal Pradesh v. Tara Dutta
- (C) Balwinder Singh v. State of Punjab
- (D) Nalini v. State of Tamil Nadu

Correct Answer: (B) State of Himachal Pradesh v. Tara Dutta

Solution:

Step 1: Understanding the Concept:

This legal principle is enshrined in **Section 222 of the Code of Criminal Procedure, 1973**. It deals with the conviction of a minor offense when the accused is charged with a major offense. A "minor offense" means an offense entailing a lesser punishment.

Step 2: Detailed Explanation:

Section 222(1) 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."

Section 222(2) states: "When a person is charged with an offence and facts are proved which reduce it to a minor offence, he may be convicted of the minor offence, although he is not charged with it."

The case of **State of Himachal Pradesh v. Tara Dutta** is a significant judgment where the Supreme Court discussed and applied this principle. The court affirmed that if the evidence on record establishes the commission of a minor offense, the accused can be convicted of it even if they were acquitted of the major offense with which they were originally charged. The key is that the accused should not be prejudiced by such a conviction, meaning they must have had a fair opportunity to defend against the elements that constitute the minor offense.

Quick Tip

The principle in Section 222 CrPC is an exception to the general rule that an accused can only be convicted of the offense with which they are charged. Remember the logic: if the charge for the major offense gives the accused notice of all the elements of the minor offense, there is no prejudice in convicting them for the lesser crime.

18. 'Ex dolo malo non oritur actio' is

- (A) An action arose only when a right infringes
- (B) An actions could not prevent a legal right
- (C) An action can not arise from an immoral act
- (D) None of the above

Correct Answer: (C) An action can not arise from an immoral act

Solution:

Step 1: Understanding the Concept:

'Ex dolo malo non oritur actio' is a legal maxim from Roman law, which has been incorporated into common law systems. It is a principle of public policy.

Step 2: Detailed Explanation:

Let's break down the Latin phrase:

- **Ex:** From
- **Dolo malo:** Fraud, deceit, or an immoral/illegal act.
- **Non oritur:** Does not arise.
- **Actio:** An action or a right of action (a right to sue).

The full translation is: **"From a fraud, a right of action does not arise."**

In a broader sense, it means that a court will not lend its aid to a person who founds their cause of action upon an immoral or an illegal act. If the plaintiff must rely on their own illegal or immoral conduct to establish their claim, their claim will fail.

Option (C) "An action can not arise from an immoral act" is the closest and most accurate interpretation among the given choices. It captures the essence of the maxim. Option (A) is a poorly phrased reference to 'injuria sine damno'. Option (B) is incorrect.

Quick Tip

Legal maxims are frequently asked in law exams. Create a list of important Latin maxims with their translations and a one-line explanation or a key case. Group them by subject (Torts, Contracts, Criminal Law) for easier recall.

19. The Jural correlative of immunity is

- (A) Power
- (B) Disability
- (C) No claim
- (D) Claim

Correct Answer: (B) Disability

Solution:

Step 1: Understanding the Concept:

This question relates to **Hohfeld's analysis of jural relations**. Wesley Newcomb Hohfeld

was an American jurist who proposed a scheme to clarify legal concepts by breaking them down into their fundamental components. He identified eight fundamental legal concepts and arranged them in pairs of "jural correlatives" and "jural opposites".

Step 2: Detailed Explanation:

Hohfeld's scheme is best understood in two tables:

Table 1: Jural Correlatives (These concepts always exist together in two different persons)

If X has a... — then Y (in relation to X) has a... — — — Right (or Claim) — Duty Privilege (or Liberty) — No-Right (or No-Claim) Power — Liability **Immunity** — **Disability**

Table 2: Jural Opposites (These are the logical negations of each other in the same person)

Right $\neg$ No-Right

Privilege $\neg$ Duty

Power $\neg$ Disability

Immunity $\neg$ Liability

According to the table of jural correlatives, if one person (X) has an **immunity** from their legal position being altered by another person (Y), then Y has a corresponding **disability** to alter X's legal position. For example, a diplomat has immunity from being sued in a foreign court; this means the foreign court has a disability (lack of jurisdiction) to hear the case against the diplomat.

Therefore, the jural correlative of immunity is disability.

Quick Tip

Memorize the four pairs of Hohfeldian jural correlatives: Right-Duty, Privilege-No-Right, Power-Liability, and Immunity-Disability. Understanding one pair (e.g., if I have a right, you have a duty) helps in understanding the logic for all the others.

20. Who defines "eternal law as, the divine order or will of God which requires the preservation of natural order and forbids the breach of it."

- (A) Ambrose
- (B) Augustine
- (C) Gregory
- (D) All the above

Correct Answer: (B) Augustine

Solution:

Step 1: Understanding the Concept:

This question pertains to the philosophy of law, specifically the concept of "eternal law" within the natural law school of jurisprudence. Eternal law is seen as the highest form of law, derived from God's reason and will, governing the entire universe.

Step 2: Detailed Explanation:

The definition provided in the question is a classic formulation of eternal law from the writings

of **St. Augustine of Hippo** (354–430 AD), one of the most influential Christian theologians and philosophers.

In his work, particularly in "Contra Faustum Manichaeum" (Against Faustus the Manichean), he defines eternal law (*lex aeterna*) as "the reason or the will of God, who commands us to respect the natural order and forbids us to disturb it" (*Lex aeterna est ratio divina vel voluntas Dei, ordinem naturalem conservari iubens, perturbari vetans*).

While other theologians and philosophers like St. Thomas Aquinas later developed the concept of eternal law further, this specific definition is famously attributed to St. Augustine.

Quick Tip

In jurisprudence, associate key thinkers with their main ideas. - **St. Augustine**: Eternal law as the will of God. - **St. Thomas Aquinas**: Four-tiered classification of law (Eternal, Divine, Natural, Human). - **John Austin**: Law as the command of the sovereign (Positivism). - **Roscoe Pound**: Law as social engineering (Sociological School).

21. 'Government, even in its best state, is but a necessary evil; in its worst state, an intolerable one'. Who stated so?

- (A) Thomas Paine
- (B) Gregory Peck
- (C) Jefferson
- (D) Dicey

Correct Answer: (A) Thomas Paine

Solution:

Step 1: Understanding the Concept:

This is a famous quote from political philosophy that reflects a liberal and often libertarian view of government. It suggests that government is an institution that, by its very nature, restricts freedom and is only tolerated because it is necessary to prevent a worse state of affairs (like chaos or anarchy).

Step 2: Detailed Explanation:

This statement was made by **Thomas Paine**, an English-born American political activist, philosopher, and revolutionary.

The quote appears in his influential pamphlet "**Common Sense**", published in 1776. In this work, Paine argued passionately for the American colonies' independence from Great Britain. He distinguished between society and government, stating, "Society in every state is a blessing, but government even in its best state is but a necessary evil; in its worst state an intolerable one." This set the tone for his argument that the British monarchy had become an intolerable form of government from which the colonies must break free.

The other options are incorrect: Gregory Peck was an actor, Thomas Jefferson was a US President who held similar but distinct views, and A.V. Dicey was a British jurist known for his work on the rule of law.

Quick Tip

For questions involving famous quotes, try to associate the quote with the author's main body of work or historical context. Thomas Paine's "Common Sense" is a foundational text of the American Revolution, and this quote perfectly captures its anti-monarchical, pro-liberty spirit.

22. The Constitution of India has recognized the concept of tribunals as instruments of quasi-judicial administrative adjudication

- (A) Art.39(a) and 39(b)
- (B) Art.323A and 323-B
- (C) Art.368
- (D) Art.202A and 202B

Correct Answer: (B) Art.323A and 323-B

Solution:

Step 1: Understanding the Concept:

Tribunals are quasi-judicial bodies established to provide specialized and speedy adjudication in specific areas, thereby reducing the burden on traditional courts. The Indian Constitution was amended to explicitly provide for the establishment of tribunals.

Step 2: Detailed Explanation:

The provisions for tribunals were not part of the original Constitution. They were inserted by the **42nd Amendment Act, 1976**, which added a new **Part XIV-A** titled 'Tribunals'.

This part consists of two articles:

- **Article 323-A:** This empowers the Parliament to provide for the establishment of **administrative tribunals** for the adjudication of disputes relating to recruitment and conditions of service of persons appointed to public services. This led to the creation of the Central Administrative Tribunal (CAT) and State Administrative Tribunals (SATs).
- **Article 323-B:** This empowers the Parliament or the appropriate State Legislature to provide for the establishment of tribunals for the adjudication of disputes relating to several other matters, such as taxation, foreign exchange, industrial and labour disputes, land reforms, etc. Therefore, Articles 323-A and 323-B are the constitutional basis for the establishment of tribunals as instruments of administrative adjudication.

Quick Tip

Remember that Part XIV-A (Tribunals) was added by the 42nd Amendment. This amendment is also called the 'Mini-Constitution' due to the large number of changes it made. Associating tribunals with the 42nd Amendment can help you recall the relevant articles.

23. Nemo judex in causa sua meaning No man shall be a judge in his own cause was first stated by ———- in Dr. Bonham's Case

- (A) Lord Grey
- (B) Lord Heward
- (C) Lord Coke
- (D) Lord Moulton

Correct Answer: (C) Lord Coke

Solution:

Step 1: Understanding the Concept:

The maxim *Nemo judex in causa sua* (or *Nemo debet esse judex in propria causa*) is a fundamental principle of natural justice. It is also known as the rule against bias. It means that no person should be a judge in a case in which they have a personal interest.

Step 2: Detailed Explanation:

While the principle is ancient, its most famous and influential articulation in common law comes from **Dr. Bonham's Case (1610)**.

The presiding judge in this case was **Sir Edward Coke (Lord Coke)**, who was then the Chief Justice of the Court of Common Pleas in England.

In his judgment, Lord Coke declared that "...in many cases, the common law will control Acts of Parliament, and sometimes adjudge them to be utterly void: for when an Act of Parliament is against common right and reason, or repugnant, or impossible to be performed, the common law will control it, and adjudge such Act to be void."

He applied this reasoning to a statute that allowed the Royal College of Physicians to both prosecute and judge physicians practicing without a license, as well as to collect a portion of the fines. Lord Coke found this to be a violation of the principle that a man cannot be a judge in his own cause, as the College had a financial interest in the outcome of the cases it judged. This case is a landmark for both the rule against bias and the principle of judicial review.

Quick Tip

Associate *Nemo judex in causa sua* with Lord Coke and Dr. Bonham's Case. This case is foundational for administrative law, particularly the principles of natural justice. The other key principle of natural justice is *Audi alteram partem* (hear the other side).

24. General power of the Bar Council of India to make rules is envisaged under which Section of the Advocates Act, 1961

- (A) S.15
- (B) S.49
- (C) S.II-2
- (D) S.IV A

Correct Answer: (B) S.49

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

The Advocates Act, 1961, is the primary legislation governing the legal profession in India. It establishes the Bar Council of India (BCI) and State Bar Councils and grants them powers to regulate the profession. This includes the power to make rules.

Step 2: Detailed Explanation:

The power to make rules under the Advocates Act, 1961, is divided between the State Bar Councils and the Bar Council of India.

- **Section 15** grants the power to a Bar Council (referring to State Bar Councils) to make rules to carry out its functions under the Act, such as rules for elections.
- **Section 49** grants the **Bar Council of India** the **general power** to make rules for discharging its functions under the Act. This power is very wide and includes the authority to make rules on critical matters such as:
 - Standards of professional conduct and etiquette for advocates.
 - The procedure to be followed by its disciplinary committee.
 - The standards of legal education to be observed by universities in India.
 - The conditions subject to which an advocate has the right to practice.

Therefore, the general rule-making power of the BCI is located in Section 49.

Quick Tip

In the Advocates Act, 1961, distinguish between the powers of the State Bar Councils and the Bar Council of India. Section 15 deals with rule-making by State Bar Councils, while Section 49 deals with the general and more extensive rule-making power of the Bar Council of India.

25. Seven lamps of advocacy is attributable to

- (A) Justice Abbot Parry
- (B) Justice Heward
- (C) Justice Bhagawathy
- (D) Justice Grey

Correct Answer: (A) Justice Abbot Parry

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

The "Seven Lamps of Advocacy" is a well-known metaphor used to describe the essential qualities that an advocate must possess to be successful and ethical in the legal profession.

Step 2: Detailed Explanation:

The concept of the Seven Lamps of Advocacy is attributed to **Judge Edward Abbott Parry**. In his book "The Seven Lamps of Advocacy," he outlines the seven cardinal virtues or qualities for a lawyer. These are:

1. **Honesty:** Upholding truth and integrity.

2. **Courage:** The spirit to stand up for a client's cause against all odds.
3. **Industry:** Hard work and diligence in preparation.
4. **Wit:** The ability to use humour and cleverness to make a point effectively.
5. **Eloquence:** The art of fluent, persuasive speaking.
6. **Judgment:** The ability to make sound decisions and assess situations wisely.
7. **Fellowship:** Maintaining courtesy and respect towards fellow members of the bar.

These "lamps" serve as guiding principles for aspiring and practicing lawyers to illuminate their path in the profession. Justice P.N. Bhagwati (Option C) was a renowned Chief Justice of India known for pioneering Public Interest Litigation (PIL), but he is not associated with the seven lamps.

Quick Tip

For questions on professional ethics, remember key concepts like the "Seven Lamps of Advocacy" by Judge Abbot Parry and the duties of an advocate towards the court, client, opponent, and colleagues as laid down in the Bar Council of India Rules.

26. Which Section under the Advocates Act, 1961 speaks of disciplinary powers of the Bar Council of India

- (A) 35
- (B) 37
- (C) 36
- (D) 39

Correct Answer: (C) 36

Solution:

Step 1: Understanding the Concept:

The Advocates Act, 1961, empowers both the State Bar Councils and the Bar Council of India (BCI) to take disciplinary action against advocates for professional or other misconduct. The question specifically asks about the disciplinary powers of the BCI.

Step 2: Detailed Explanation:

Let's analyze the relevant sections:

- **Section 35:** This section grants disciplinary powers to the **State Bar Councils**. It states that where on receipt of a complaint or otherwise a State Bar Council has reason to believe that any advocate on its roll has been guilty of professional or other misconduct, it shall refer the case for disposal to its disciplinary committee.
- **Section 36:** This section grants disciplinary powers to the **Bar Council of India**. It allows the BCI's disciplinary committee to withdraw any pending proceedings from a State Bar Council and dispose of it. It also empowers the BCI to initiate proceedings on its own motion against an advocate if a State Bar Council does not act on a complaint within a specified time.
- **Section 37:** This section provides for an **appeal** to the Bar Council of India against an order of the disciplinary committee of a State Bar Council.

- **Section 39:** This section deals with the application of provisions of the Code of Civil Procedure to disciplinary proceedings.
Therefore, Section 36 is the correct provision that deals with the disciplinary powers of the Bar Council of India.

Quick Tip

Remember the hierarchy of disciplinary action in the Advocates Act: The primary power lies with the State Bar Council (S. 35). The Bar Council of India has supervisory and original power in certain cases (S. 36), and it also acts as the first appellate body (S. 37). The final appeal lies with the Supreme Court (S. 38).

27. S.— of Advocates Act, 1961 speaks about constitution of Legal Aid Committees

- (A) 9
- (B) 10
- (C) 9A
- (D) 10A

Correct Answer: (C) 9A

Solution:

Step 1: Understanding the Concept:

The Advocates Act, 1961, in line with the constitutional mandate of providing free legal aid (Article 39A), includes provisions for Bar Councils to form committees to administer legal aid schemes.

Step 2: Detailed Explanation:

Section 9A of the Advocates Act, 1961, is titled "Constitution of committees".

It states that a Bar Council shall constitute one or more legal aid committees. Each such committee shall consist of such number of members, not exceeding nine but not less than five, as may be prescribed.

The objective of these committees is to provide legal aid to the poor and indigent, fulfilling a crucial social responsibility of the legal profession.

Other sections mentioned are:

- Section 9: Deals with Disciplinary Committees.
- Section 10: Deals with the Constitution of other committees (e.g., executive, enrolment).

Thus, Section 9A specifically deals with the constitution of Legal Aid Committees.

Quick Tip

When studying the Advocates Act, pay special attention to the constitution and functions of various committees under the Bar Councils, such as the Disciplinary Committee (S. 9), Legal Aid Committee (S. 9A), and other standing committees (S. 10).

28. S.89 of the Civil Procedure Code was incorporated through the Civil Procedure Code Amendment Act of ———- which is the prominent provision that discusses about the jurisdiction of civil courts in applying Alternate Dispute Resolution mechanisms.

- (A) 1989
- (B) 1999
- (C) 1988
- (D) 2009

Correct Answer: (B) 1999

Solution:

Step 1: Understanding the Concept:

Section 89 of the Code of Civil Procedure (CPC) is a pivotal provision that empowers civil courts to refer disputes to various Alternate Dispute Resolution (ADR) mechanisms to facilitate out-of-court settlements. This was not part of the original code.

Step 2: Detailed Explanation:

Based on the recommendations of the Law Commission of India and the Malimath Committee Report, the legislature sought to introduce ADR mechanisms formally into the civil justice system to reduce the pendency of cases.

Section 89 was inserted into the CPC by the **Code of Civil Procedure (Amendment) Act, 1999**. Although the Act was passed in 1999, this section came into effect on July 1, 2002. Section 89 provides that if 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:

- (a) arbitration;
- (b) conciliation;
- (c) judicial settlement including settlement through Lok Adalat; or
- (d) mediation.

Quick Tip

Remember the year 1999 for the insertion of Section 89 CPC. This is a landmark amendment in Indian civil procedure, formally integrating ADR with the court process. Also, be aware of the key case *Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.*, which clarified the procedure under Section 89.

29. In which case the Supreme Court held that Part I of the Arbitration and Conciliation Act would equally apply to international commercial arbitration held outside India, unless any or all provisions have been excluded by agreement between the parties.

- (A) Bhatia International v. Bulk Trading S.A

- (B) United India Ins. Co. Ltd v. Associated Transport Corpn. Ltd
- (C) Hakam Singh v. Gammon (India) Ltd.
- (D) Ajmera Brother's v. Suraj Naresh Kumar Jain

Correct Answer: (A) Bhatia International v. Bulk Trading S.A

Solution:

Step 1: Understanding the Concept:

This question concerns the applicability of Part I of the Indian Arbitration and Conciliation Act, 1996, to arbitrations seated outside India (foreign arbitrations). Part I deals with domestic arbitrations and includes provisions for court assistance, such as granting interim measures.

Step 2: Detailed Explanation:

In the landmark case of **Bhatia International v. Bulk Trading S.A. (2002)**, the Supreme Court of India delivered a significant judgment on this issue.

The Court held that the provisions of Part I of the Act would apply to all arbitrations, including international commercial arbitrations seated outside India, unless the parties, by express or implied agreement, had excluded its application.

This meant that Indian courts could grant interim relief (under Section 9) even in cases where the arbitration was taking place in a foreign country.

Note: The legal position established in *Bhatia International* was later overruled by the Supreme Court in *Bharat Aluminium Co. v. Kaiser Aluminium Technical Services Inc. (BALCO)* in 2012. The BALCO judgment held that Part I of the Act does not apply to foreign-seated arbitrations. However, for the legal position before 2012, *Bhatia International* was the governing precedent.

Quick Tip

For arbitration law, the timeline of judgments regarding the applicability of Part I is crucial. Remember: *Bhatia International* (2002) made Part I applicable to foreign arbitrations by default. *BALCO* (2012) overruled this, stating Part I is not applicable. The 2015 Amendment to the Act later clarified this position legislatively.

30. Establishment of Permanent Lok Adalats is envisaged under S. ———- of the Legal Services Authority Act of 1987

- (A) 22B
- (B) 22A
- (C) 22(1)
- (D) 22

Correct Answer: (A) 22B

Solution:

Step 1: Understanding the Concept:

The Legal Services Authorities Act, 1987, was amended in 2002 to introduce the concept of Permanent Lok Adalats. Unlike regular Lok Adalats which are held occasionally, Permanent Lok Adalats are permanent bodies that provide a pre-litigation mechanism for conciliation and settlement of cases related to public utility services.

Step 2: Detailed Explanation:

Chapter VI-A, titled "PRE-LITIGATION CONCILIATION AND SETTLEMENT", was inserted into the Act by the 2002 amendment. This chapter contains the provisions for Permanent Lok Adalats.

- **Section 22A:** Provides definitions for the purposes of this chapter, such as the definition of "public utility service".
- **Section 22B:** This is the key provision. Section 22B(1) states, "Notwithstanding anything contained in section 19, the Central Authority or, as the case may be, every State Authority shall, by notification, establish for exercising such jurisdiction in respect of one or more public utility services and for such areas as may be specified in the notification, **Permanent Lok Adalats.**"
- Section 22 deals with the powers of Lok Adalats or Permanent Lok Adalats in general. Therefore, the specific provision for the *establishment* of Permanent Lok Adalats is Section 22B.

Quick Tip

Differentiate between regular Lok Adalats (Chapter VI, S.19) and Permanent Lok Adalats (Chapter VI-A, S.22A-E). Key differences: Permanent Lok Adalats are permanent bodies, deal with public utility services, can be approached pre-litigation, and can decide a matter on merits if parties fail to reach a settlement (if the dispute does not relate to any offence).

31. Evidences to document unmeaning in reference to existing facts is called as

- (A) Patent ambiguity
- (B) Latent ambiguity
- (C) Both of them
- (D) None of the above

Correct Answer: (B) Latent ambiguity

Solution:

Step 1: Understanding the Concept:

The Indian Evidence Act, 1872, deals with ambiguity in documents in Sections 93 to 98. It distinguishes between two types of ambiguity: patent and latent.

- **Patent Ambiguity (Ambiguitas patens):** An ambiguity that is apparent on the face of the document. The language of the document itself is defective or unintelligible. For example, a will that leaves "some money to B" is patently ambiguous. Section 93 states that evidence cannot be given to explain or remove a patent ambiguity.
- **Latent Ambiguity (Ambiguitas latens):** An ambiguity that is not apparent on the face of the document, but arises when the language, which is clear in itself, is applied to the external

facts. The document seems perfectly clear until an attempt is made to apply it to the facts, and then an ambiguity is revealed.

Step 2: Detailed Explanation:

The question describes a situation where a document becomes "unmeaning in reference to existing facts". This perfectly matches the definition of a latent ambiguity.

Section 96 of the Evidence Act illustrates this: "When the language used in a document is plain in itself, but is unmeaning in reference to existing facts, evidence may be given to show that it was used in a peculiar sense."

Example: A agrees to sell to B "my house in Calcutta". A has no house in Calcutta, but he has a house in Howrah, of which B has been in possession since the execution of the deed. These facts show that the deed was unmeaning in reference to the fact of A having no house in Calcutta. Evidence can be given to show that the intended property was the house in Howrah. Therefore, this is a case of latent ambiguity.

Quick Tip

A simple way to remember the difference: - **Patent** = Obvious, on the face. The document looks confusing. (Evidence NOT allowed). - **Latent** = Hidden. The document looks fine, but the facts make it confusing. (Evidence IS allowed).

32. Original document is the best evidence - Exception to this rule is contained in

- (A) Indian Evidence Act
- (B) Criminal Procedure Code
- (C) Bankers Book Evidence Act
- (D) None of these

Correct Answer: (C) Bankers Book Evidence Act

Solution:

Step 1: Understanding the Concept:

The "best evidence rule" is a fundamental principle of evidence law, which states that the original of a document (primary evidence) must be produced to prove its contents. The Indian Evidence Act codifies this in Section 64. However, there are several exceptions to this rule where secondary evidence is allowed. The question asks for a specific statute that contains an exception.

Step 2: Detailed Explanation:

- **Indian Evidence Act:** While the Indian Evidence Act itself contains the rule, it also contains the primary exceptions to it. Section 65 lists the cases in which secondary evidence relating to documents may be given. So, technically, this option is also correct, but the question seeks a more specific statutory exception.

- **Bankers' Books Evidence Act, 1891:** This is a special statute created precisely to provide an exception to the best evidence rule for banks. It would be highly inconvenient for banks

to produce their original ledgers and books in court for every case. Therefore, Section 4 of this Act allows a **certified copy** of any entry in a banker's book to be received as prima facie evidence of the existence of such entry. This makes it a clear and significant exception to the rule requiring the production of the original document.

- **Criminal Procedure Code:** This is a procedural law and does not primarily deal with the rules of evidence in this context.

Given the options, the Bankers' Books Evidence Act is the most specific and appropriate answer as it is a standalone law creating a major exception to the best evidence rule for a particular class of documents.

Quick Tip

Remember that while the Evidence Act (S. 65) provides general exceptions to the best evidence rule, special acts like the Bankers' Books Evidence Act, 1891, and the Information Technology Act, 2000 (for electronic records), create specific and important exceptions for practical purposes.

33. Doctrine of election is based on the foundation that a person taking the benefit of an instrument must

- (A) Not bear the burden
- (B) Burden is not the subject of election
- (C) Burden is the subject of election
- (D) Bear the burden

Correct Answer: (D) Bear the burden

Solution:

Step 1: Understanding the Concept:

The Doctrine of Election is an equitable principle which states that a person cannot accept a benefit under a deed or instrument and reject the associated burden or obligation under the same instrument. In simple terms, you cannot "approve and reprobate" – that is, you cannot accept one part of a document and reject another.

Step 2: Detailed Explanation:

This doctrine is codified in **Section 35 of the Transfer of Property Act, 1882**, and also applies to wills under the Indian Succession Act, 1925.

The core idea is that if an instrument confers a benefit on a person, and as part of the same transaction, imposes an obligation or burden, the person must choose (elect) between two options:

1. **Accept the benefit:** If they accept the benefit, they must also accept and fulfill the associated obligation, i.e., they must **bear the burden**.
2. **Reject the benefit:** If they choose not to bear the burden, they must forgo the benefit as well.

The foundation of the doctrine is that he who takes the benefit of an instrument must also

bear the burden. It is a choice between accepting the whole instrument or rejecting the whole instrument.
Therefore, option (D) is the correct answer.

Quick Tip

Remember the maxim "Qui sentit commodum, sentire debet et onus" which means "He who receives the advantage ought also to suffer the burden." This is the essence of the Doctrine of Election.

34. Period of limitation for execution of the order of maintenance is————- from the date on which it becomes due.

- (A) 1 year
- (B) 5 years
- (C) 9 years
- (D) 15 years

Correct Answer: (A) 1 year

Solution:

Step 1: Understanding the Concept:

Section 125 of the Code of Criminal Procedure, 1973 (CrPC) provides for the maintenance of wives, children, and parents. If a person fails to comply with a maintenance order, the law provides a mechanism to enforce or execute the order. This enforcement mechanism is subject to a period of limitation.

Step 2: Detailed Explanation:

The relevant provision is the **proviso to Section 125(3) of the CrPC**.

Section 125(3) states that if any person so ordered fails without sufficient cause to comply with the order, the Magistrate may, for every breach of the order, issue a warrant for levying the amount due, and may sentence such person to imprisonment for a term which may extend to one month or until payment is sooner made.

The proviso to this sub-section states:

"Provided that no warrant shall be issued for the recovery of any amount due under this section unless application be made to the Court to levy such amount within a period of **one year** from the date on which it became due."

This means that the claimant must file an application for the execution of the maintenance award for a particular month within one year from the date that month's maintenance became due.

Quick Tip

The one-year limitation period under S.125(3) CrPC applies to each month's default separately. This means a person can claim arrears for multiple months in a single application, as long as each month's claim is filed within one year of its due date.

35. Identify the correct order in which the following law making treaties are concluded

- 1. The Vienna Convention on Consular Relations**
- 2. The General Agreement on Tariffs and Trade**
- 3. The Declaration of Paris**

Select the correct answer from the codes given below

- (A) 1,3,2
- (B) 3,2,1
- (C) 2,1,3
- (D) 1,2,3

Correct Answer: (B) 3,2,1

Solution:

Step 1: Understanding the Concept:

This question requires knowledge of the historical timeline of significant international treaties and declarations. The task is to arrange them in chronological order of their conclusion.

Step 2: Detailed Explanation:

Let's determine the year each treaty was concluded:

- 1. The Declaration of Paris (respecting Maritime Law):** This was signed in **1856** following the conclusion of the Crimean War. It was a significant step in codifying the rules of naval warfare.
- 2. The General Agreement on Tariffs and Trade (GATT):** This was signed in **1947** in Geneva. Its purpose was to promote international trade by reducing or eliminating trade barriers such as tariffs and quotas. It was later replaced by the World Trade Organization (WTO) in 1995.
- 3. The Vienna Convention on Consular Relations:** This is an international treaty that defines a framework for consular relations between sovereign states. It was adopted in **1963**.

Arranging these in chronological order, we get:

- Declaration of Paris (1856) -> Item 3
- General Agreement on Tariffs and Trade (1947) -> Item 2
- Vienna Convention on Consular Relations (1963) -> Item 1

The correct sequence is 3, 2, 1.

Quick Tip

For international law questions, creating a timeline of major events and treaties is an extremely effective study method. Key dates to remember include: Treaty of Westphalia (1648), Congress of Vienna (1815), League of Nations (1920), UN Charter (1945), Geneva Conventions (1949), and major Vienna Conventions (Diplomatic Relations 1961, Consular Relations 1963, Law of Treaties 1969).

36. Which one of the following doctrine requires that the parties to a treaty are bound to observe its terms in good faith?

- (A) The Drago doctrine
- (B) Right of asylum
- (C) Doctrine of equality
- (D) Pacta Sunt Servanda

Correct Answer: (D) Pacta Sunt Servanda

Solution:

Step 1: Understanding the Concept:

This question asks to identify the fundamental principle of international law that governs the binding nature of treaties.

Step 2: Detailed Explanation:

- **Pacta Sunt Servanda:** This is a Latin phrase meaning **"agreements must be kept"**. It is the foundational principle of the law of treaties. It signifies that once a state has consented to be bound by a treaty, it must perform its obligations under that treaty in good faith. This principle is codified in **Article 26 of the Vienna Convention on the Law of Treaties (1969)**.
 - **The Drago doctrine:** This is a principle of international law that rejects the right of a state to use armed force against another state for the collection of public debts.
 - **Right of asylum:** This refers to the protection granted by a state to a foreign citizen on its own territory from their home state.
 - **Doctrine of equality:** This refers to the principle of sovereign equality of states, meaning all states have equal rights and duties as members of the international community.
- The doctrine that specifically requires parties to a treaty to observe its terms in good faith is Pacta Sunt Servanda.

Quick Tip

Remember the two cornerstones of treaty law from the Vienna Convention: 1. **Pacta Sunt Servanda (Art. 26)**: Treaties are binding and must be performed in good faith. 2. **Rebus Sic Stantibus (Art. 62)**: A treaty may be terminated due to a fundamental change of circumstances (this is a very narrow exception).

37. General Assembly adopted the definition of word Aggression through

- (A) Resolution 3314 XXIX, 1974
- (B) Resolution 3312 XXXIX, 1973
- (C) Resolution 2213, 1982
- (D) None of the above

Correct Answer: (A) Resolution 3314 XXIX, 1974

Solution:

Step 1: Understanding the Concept:

The UN Charter prohibits the "threat or use of force" in international relations. One of the most severe forms of the use of force is an act of aggression. For a long time, the international community struggled to agree on a precise legal definition of "aggression". This was finally achieved through a UN General Assembly Resolution.

Step 2: Detailed Explanation:

On December 14, 1974, the United Nations General Assembly adopted **Resolution 3314 (XXIX)**.

This resolution contains the "Definition of Aggression".

- **Article 1** defines aggression as "the use of armed force by a State against the sovereignty, territorial integrity or political independence of another State, or in any other manner inconsistent with the Charter of the United Nations."

- **Article 3** provides a non-exhaustive list of acts that qualify as aggression, such as invasion, bombardment, blockade of ports, and attacks on the armed forces of another state.

This definition is considered an authoritative statement of customary international law and is referenced by the Rome Statute of the International Criminal Court.

Quick Tip

For UN-related questions, remember the numbers and years of key resolutions. Resolution 3314 (1974) on the Definition of Aggression and Resolution 2625 (1970) on the Declaration on Principles of International Law are two of the most important General Assembly resolutions to know.

38. The admission of a new political entity into the United Nations can be termed as

- (A) Express recognition
- (B) Conditional recognition
- (C) Collective recognition
- (D) De-facto recognition

Correct Answer: (C) Collective recognition

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

Recognition in international law is a process whereby a state acknowledges the existence of another state or government. This can be done individually by states or by a group of states through an international organization.

Step 2: Detailed Explanation:

- **Express Recognition:** A formal declaration or statement by one state recognizing another.
- **Conditional Recognition:** Recognition granted subject to the fulfillment of certain conditions by the new state.
- **De-facto Recognition:** A provisional recognition of a state's factual existence, often when the recognizing state has doubts about its stability or legitimacy.
- **Collective Recognition:** This occurs when a group of states collectively recognizes the existence of a new state. The admission of a new state into the United Nations is considered a prime example of collective recognition. When a state is admitted as a member under Article 4 of the UN Charter, it implies that a significant majority of the international community, acting through the organization, has recognized it as a sovereign state meeting the criteria for membership. While it doesn't compel individual member states who voted against admission to recognize the new state, it is a powerful form of collective acknowledgment. Given the context of admission to the UN, "Collective recognition" is the most accurate and specific term.

Quick Tip

Understand the different forms of recognition. Individual recognition (express/implied) vs. Collective recognition (e.g., through UN admission). Also, distinguish between the political implications of de facto vs. de jure recognition.

39. "A State is and becomes an international person through recognition only and exclusively." Who stated this?

- (A) L. Oppenheim
- (B) Hobbes
- (C) Fenwick
- (D) Starke

Correct Answer: (A) L. Oppenheim

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

This quote encapsulates the core idea of the **Constitutive Theory of Recognition**. This theory posits that a state does not become an international legal person merely by meeting the factual criteria of statehood (population, territory, government, capacity to enter into relations). Instead, it achieves this status only through the act of recognition by other existing states. Recognition "constitutes" the state as a subject of international law.

Step 2: Detailed Explanation:

The leading proponent of the Constitutive Theory was the eminent jurist **Lassa Oppenheim**. The statement in the question is a classic summary of his view. He argued that before recognition, a new entity is merely a fact and has no rights or obligations under international law. It is the act of recognition by the community of states that confers international personality upon it.

This view is contrasted with the **Declaratory Theory**, which holds that recognition is merely a formal acknowledgment of a pre-existing fact. According to the declaratory view, an entity becomes a state as soon as it meets the criteria of statehood, and recognition by other states is not a pre-condition for its existence as a legal person.

Quick Tip

For the topic of State Recognition, remember the two main theories and their chief proponents: - **Constitutive Theory**: Recognition creates the state. Proponent: Oppenheim. - **Declaratory Theory**: Recognition merely acknowledges the state. Proponent: Brierly, Montevideo Convention. The Declaratory theory is more widely accepted in modern state practice.

40. The United Nations Commission on International Trade Law (UNCITRAL) adopted the Model Law on e-commerce in

- (A) 1997
- (B) 1998
- (C) 1996
- (D) 2013

Correct Answer: (C) 1996

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

UNCITRAL is a subsidiary body of the UN General Assembly responsible for helping to facilitate international trade and investment. It does this by preparing and promoting the use and adoption of legislative and non-legislative instruments in a number of key areas of commercial law. The Model Law on Electronic Commerce was a pioneering effort to provide a legal framework for the then-emerging field of e-commerce.

Step 2: Detailed Explanation:

The UNCITRAL Model Law on Electronic Commerce was adopted by the Commission on 12 June **1996**.

The primary purpose of this Model Law was to offer national legislators a set of internationally acceptable rules designed to remove legal obstacles and create a more secure legal environment for electronic commerce.

Key principles of the Model Law include:

- Non-discrimination against the use of electronic means: Information should not be denied

legal effect, validity, or enforceability solely on the grounds that it is in electronic form.

- Functional equivalence: This principle aims to provide criteria under which electronic communications can be considered equivalent to traditional paper-based communications (e.g., what constitutes a "writing" or an "original" or a "signature" in the electronic world).

India's Information Technology Act, 2000, is largely based on this UNCITRAL Model Law.

Quick Tip

Associate the UNCITRAL Model Law on Electronic Commerce with the year 1996. This was a foundational document for cyber law globally, and understanding its adoption year helps place subsequent national laws, like India's IT Act 2000, in their proper context.

41. Section 3 of Information Technology Act, 2000 which was originally "Digital Signature" was renamed as ———- in ITAA-2008

- (A) "Digital Signature and Electronic Signature"
- (B) "Digital Signature and E- Signature"
- (C) "Digital and Electronic Signature"
- (D) "Electronic Signature"

Correct Answer: (D) "Electronic Signature"

Solution:

Step 1: Understanding the Concept:

The Information Technology Act, 2000, originally recognized only a specific type of electronic signature, known as a "Digital Signature," which was based on asymmetric crypto-systems. To keep pace with technological advancements and to recognize other forms of electronic authentication, the Act was amended.

Step 2: Detailed Explanation:

The Information Technology (Amendment) Act, 2008 (ITAA-2008) made significant changes to the original Act.

One key change was to replace the technology-specific concept of "Digital Signature" with the broader, technology-neutral concept of "Electronic Signature".

- The original Section 3 was titled "Authentication of electronic records" and dealt exclusively with digital signatures.

- The 2008 amendment substituted the old Section 3 with a new Section 3 titled "Authentication of electronic records" and a new **Section 3A** titled "**Electronic Signature**".

The effect of this amendment was that "Digital Signature" (as defined in Section 2(1)(p)) became one type of "Electronic Signature" (as defined in Section 2(1)(ta)). The law now allows the Central Government to notify other techniques for electronic authentication in the Second Schedule of the Act, making the framework more flexible and future-proof. While the question phrasing is slightly imprecise (Section 3 deals with authentication, and Section 3A introduces the term), the conceptual shift was from "Digital Signature" to the broader "Electronic Signature". The question's intent is to ask what new, broader term was introduced for

authentication. The heading of the new Section 3A is the most direct answer. However, the most accurate description of the change is the replacement of the term throughout the act. Looking at the options, the most logical answer representing this shift is "Electronic Signature". The original Section 3 dealing with authentication was effectively subsumed under the new framework of electronic signatures. Therefore, the new concept introduced to replace the old limited one is "Electronic Signature".

Quick Tip

For the IT Act, remember that the 2008 amendment made the law "technology-neutral". The shift from "Digital Signature" to the broader "Electronic Signature" is the prime example of this. A digital signature is now just one type of electronic signature.

42. Which among the following are the digital signature certifying authorities in India?

- (A) M/s. Safescript
- (B) M/s. NCERT
- (C) M/s. MTL
- (D) All the above

Correct Answer: (A) M/s. Safescript

Solution:

Step 1: Understanding the Concept:

Under the Information Technology Act, 2000, a Certifying Authority (CA) is a trusted entity licensed by the Controller of Certifying Authorities (CCA) to issue, suspend, and revoke Digital Signature Certificates. These certificates are used to create digital signatures.

Step 2: Detailed Explanation:

Let's examine the options:

- **M/s. Safescript:** Safescript is a licensed Certifying Authority in India. It is one of the recognized CAs that provide digital signature certificates to the public.
 - **M/s. NCERT (National Council of Educational Research and Training):** NCERT is an autonomous organisation of the Government of India that advises the Central and State Governments on policies and programmes for qualitative improvement in school education. It is **not** a public Certifying Authority for digital signatures.
 - **M/s. MTL:** This likely refers to MTNL (Mahanagar Telephone Nigam Limited). While MTNL did have a CA service called 'Trustline', it is not as universally recognized as other CAs and its services have varied. However, NCERT is definitely not a CA.
- Since NCERT is not a Certifying Authority, the option "(D) All the above" is incorrect. The only clear and correct option among the choices is M/s. Safescript. Other prominent CAs in India include eMudhra, (n)Code Solutions, and the National Informatics Centre (NIC).

Quick Tip

The list of licensed Certifying Authorities (CAs) in India is maintained by the Controller of Certifying Authorities (CCA). You can find the current list on the official CCA website (cca.gov.in). It's helpful to be familiar with the names of a few major CAs like eMudhra, Safescrypt, and NIC.

43. Section 43 of the Information Technology Act deals with

- (A) Criminal liability
- (B) Civil liability
- (C) Both the above
- (D) None of the above

Correct Answer: (B) Civil liability

Solution:

Step 1: Understanding the Concept:

The Information Technology Act, 2000, prescribes both civil and criminal liabilities for various cyber contraventions and crimes. It is important to distinguish between the two. Civil wrongs typically result in penalties or compensation, adjudicated by an Adjudicating Officer, while criminal offenses result in imprisonment and/or fines, tried by a criminal court.

Step 2: Detailed Explanation:

Section 43 of the IT Act is titled "Penalty and compensation for damage to computer, computer system, etc."

This section lists various unauthorized acts, such as accessing or downloading data without permission, introducing computer viruses, damaging a computer system, or denying access to an authorized person.

If a person commits any of these acts without the permission of the owner, they "shall be liable to pay **damages by way of compensation** to the person so affected."

The remedy provided is compensation, not imprisonment. Matters under Section 43 are adjudicated by an Adjudicating Officer appointed under the Act. This clearly places it in the realm of **civil liability**.

Criminal liabilities, on the other hand, are dealt with in a different chapter of the Act, such as Section 66 (Hacking), Section 66A (now struck down), Section 66B (Stolen computer resource), etc., which prescribe imprisonment and fines.

Quick Tip

A simple way to distinguish liabilities under the IT Act: if the provision talks about "compensation" or "penalty" and an "Adjudicating Officer," it's a civil liability (e.g., S. 43, 43A). If it talks about "imprisonment" and "fine," it's a criminal liability (e.g., S. 66, 67).

44. "Where a body corporate is negligent in implementing reasonable security practices and thereby causes wrongful loss or gain to any person, such body corporate shall be liable to pay damages by way of compensation to the person so affected." Which section of the Information Technology Amendment Act, 2008 envisages so

- (A) 43
- (B) 43A
- (C) 43B
- (D) 43C

Correct Answer: (B) 43A

Solution:

Step 1: Understanding the Concept:

The Information Technology (Amendment) Act, 2008, introduced several new provisions to address emerging issues in the digital space, including data protection and the liability of corporations for failing to protect sensitive personal data.

Step 2: Detailed Explanation:

The text quoted in the question is a direct paraphrase of **Section 43A** of the Information Technology Act, 2000. This section was inserted by the 2008 amendment.

Section 43A is titled "Compensation for failure to protect data."

It specifically deals with the liability of a body corporate that possesses, deals with, or handles any sensitive personal data or information in a computer resource which it owns, controls or operates. If such a body corporate is negligent in implementing and maintaining "reasonable security practices and procedures" and this negligence causes wrongful loss to any person, it becomes liable to pay damages by way of compensation to the affected person.

This section is a cornerstone of data protection law in India and imposes a clear civil liability on companies for data security breaches caused by negligence.

Quick Tip

Remember the key sections added by the ITAA 2008: - Section 43A: Corporate liability for data protection failure. - Section 66A: (Now struck down) Sending offensive messages. - Section 69: Power to issue directions for interception or monitoring of information. - Section 72A: Punishment for disclosure of information in breach of lawful contract.

45. R obtained a sum of Rs.50,000/- from D by putting D in fear of death. Here R commits

- (A) Extortion
- (B) Cheating
- (C) Mischief

(D) Robbery

Correct Answer: (D) Robbery

Solution:

Step 1: Understanding the Concept:

This question requires differentiating between the property offenses of extortion and robbery under the Indian Penal Code, 1860 (IPC). While related, they are distinguished by the immediacy of the threat and the presence of the offender.

Step 2: Detailed Explanation:

- **Extortion (Section 383 IPC):** Is committed when a person intentionally puts another in fear of any injury and thereby dishonestly induces them to deliver any property. The fear does not have to be of instant death or hurt.

- **Robbery (Section 390 IPC):** Robbery is an aggravated form of either theft or extortion. The relevant part for this question is when extortion becomes robbery. Section 390 states: **"Extortion is 'robbery' if the offender, at the time of committing the extortion, is in the presence of the person put in fear, and commits the extortion by putting that person in fear of instant death, of instant hurt, or of instant wrongful restraint..."**

In the given scenario, R obtained the money from D by "putting D in fear of death". While the word "instant" is not used, the context of obtaining the sum directly implies the offender (R) is present and the threat is immediate to compel the delivery of property. This act fits the description of robbery perfectly. The fear of death takes the offense beyond simple extortion and elevates it to robbery.

Quick Tip

The key difference between Extortion and Robbery (when arising from extortion) is the element of **immediacy** and **presence**. If the threat is of *instant* death/hurt/restraint and the offender is present to enforce it, it's robbery. If the threat is of a future harm, it's extortion.

46. What is the period of limitation to file a suit for compensation for false imprisonment?

- (A) 2 years
- (B) 3 years
- (C) 12 years
- (D) 1year

Correct Answer: (D) 1year

Solution:

Step 1: Understanding the Concept:

False imprisonment is a tort (a civil wrong) of total restraint of a person's liberty without lawful

justification. A person who has been falsely imprisoned can file a civil suit for compensation (damages). The time limit within which this suit must be filed is governed by the Limitation Act, 1963.

Step 2: Detailed Explanation:

The Schedule to the Limitation Act, 1963, prescribes the period of limitation for various types of suits.

We need to look at the entries under the heading "Suits Relating to Torts".

Article 74 of the Schedule to the Limitation Act, 1963, provides for:

- **Description of suit:** For compensation for false imprisonment.
- **Period of limitation:** **One year.**
- **Time from which period begins to run:** When the imprisonment ends.

Therefore, a person has one year from the date their false imprisonment ends to file a suit for compensation.

Quick Tip

For the Limitation Act, it's useful to remember the limitation periods for common types of suits. - Torts (like defamation, false imprisonment, malicious prosecution): Generally 1 year. - Contracts: Generally 3 years. - Possession of Immovable Property: Generally 12 years. Always check the specific Article in the Schedule for accuracy.

47. As per S.19 of the Limitation Act, 1963 if any payment is made on account of a debt, before the expiration of the prescribed period by the person liable to pay the debt or by his agent duly authorized in that behalf a fresh period of limitation starts running from the

- (A) Time when suit was filed
- (B) When the payment was made
- (C) When the creditor demands
- (D) None of the above

Correct Answer: (B) When the payment was made

Solution:

Step 1: Understanding the Concept:

The Limitation Act, 1963, not only prescribes the period for filing suits but also specifies certain actions that can extend or renew this period. Section 18 (acknowledgment in writing) and Section 19 (effect of payment on account of debt) are two such important provisions.

Step 2: Detailed Explanation:

Section 19 of the Limitation Act, 1963, is titled "Effect of payment on account of debt or of interest on legacy."

It states that where payment on account of a debt or of interest on a legacy is made before the expiration of the prescribed period by the person liable to pay the debt or legacy or by

his agent, a **fresh period of limitation shall be computed from the time when the payment was made.**

This means that a part-payment of a debt 'resets the clock' for the limitation period. For example, if the limitation period for recovering a loan is 3 years, and the debtor makes a small payment 2 years after the loan was due, the creditor gets a fresh period of 3 years from the date of that small payment to file a suit for recovery.

Therefore, the fresh period of limitation starts from the time when the payment was made.

Quick Tip

Remember the two key ways to reset the limitation period for debts: 1. Section 18: Acknowledgment of liability *in writing* and signed by the party. A fresh period runs from the date of acknowledgment. 2. Section 19: Payment on account of the debt. A fresh period runs from the date of payment. Both must occur before the original limitation period expires.

48. Under the Companies Act, 2013, any company having a net worth of rupees 500 crore or more or a turnover of rupees 1,000 crore or more or a net profit of rupees 5 crore or more should mandatorily spend ———- of their net profits per fiscal on Corporate Social Responsibility activities

- (A) 3%
- (B) 5%
- (C) 10%
- (D) 2%

Correct Answer: (D) 2%

Solution:

Step 1: Understanding the Concept:

The Companies Act, 2013, introduced the mandatory provision of Corporate Social Responsibility (CSR). It requires certain profitable companies to spend a portion of their profits on designated social welfare activities.

Step 2: Detailed Explanation:

Section 135 of the Companies Act, 2013, deals with CSR.

Applicability (Section 135(1)): The CSR provisions apply to any company which has, during the immediately preceding financial year:

- a net worth of 500 crore or more, OR
- a turnover of 1,000 crore or more, OR
- a net profit of 5 crore or more.

Mandatory Spending (Section 135(5)): The Board of every company to which CSR is applicable shall ensure that the company spends, in every financial year, at least **two per cent (2%)** of the **average net profits** of the company made during the three immediately preceding financial years, in pursuance of its CSR Policy.

Therefore, the mandatory spending percentage is 2%.

Quick Tip

For CSR under the Companies Act, 2013, remember the "500-1000-5" rule for applicability (Net Worth-Turnover-Net Profit) and the "2%" rule for spending on average net profits of the last 3 years.

49. The ——— Guidelines constitute one of the most comprehensive CSR tools available to companies.

- (A) OECD
- (B) OACF
- (C) OECG
- (D) ASEAN

Correct Answer: (A) OECD

Solution:

Step 1: Understanding the Concept:

Beyond national laws, several international frameworks and guidelines exist to help multinational enterprises (MNEs) conduct their business responsibly. These guidelines cover a wide range of issues including human rights, labour, environment, anti-corruption, and consumer interests, which are all part of a broad understanding of CSR.

Step 2: Detailed Explanation:

The **OECD (Organisation for Economic Co-operation and Development) Guidelines for Multinational Enterprises** are widely regarded as one of the most comprehensive sets of government-backed recommendations on responsible business conduct.

These guidelines provide non-binding principles and standards for responsible business conduct in a global context, consistent with applicable laws and internationally recognised standards. They are addressed by governments to MNEs operating in or from adhering countries. They cover a broad spectrum of issues, making them a very comprehensive tool for companies looking to design and implement their CSR policies.

The other acronyms are either incorrect or represent organizations whose guidelines are not as universally recognized in the CSR context as the OECD's. ASEAN (Association of Southeast Asian Nations) also has frameworks, but the OECD guidelines are more global in scope and influence.

Quick Tip

When thinking about international CSR frameworks, remember key names like the OECD Guidelines, the UN Global Compact, and the ISO 26000 Guidance on Social Responsibility. The OECD guidelines are particularly important as they are backed by governments and have a formal grievance mechanism (National Contact Points).

50. Conditions of Hindu Marriage have been laid down under ———- of Hindu Marriage Act

- (A) Sec. 9
- (B) Sec. 10
- (C) Sec. 5
- (D) Sec. 13

Correct Answer: (C) Sec. 5

Solution:

Step 1: Understanding the Concept:

The Hindu Marriage Act, 1955, codifies the law relating to marriage among Hindus. It lays down specific conditions that must be fulfilled for a marriage to be considered valid.

Step 2: Detailed Explanation:

Section 5 of the Hindu Marriage Act, 1955, is titled "Conditions for a Hindu marriage". It states that a marriage may be solemnized between any two Hindus, if the following conditions are fulfilled:

- (i) neither party has a spouse living at the time of the marriage (monogamy);
- (ii) at the time of the marriage, neither party is incapable of giving a valid consent due to unsoundness of mind, or is suffering from mental disorder of such a kind as to be unfit for marriage and the procreation of children, or has been subject to recurrent attacks of insanity;
- (iii) the bridegroom has completed the age of twenty-one years and the bride the age of eighteen years;
- (iv) the parties are not within the degrees of prohibited relationship, unless the custom or usage governing each of them permits of a marriage between the two;
- (v) the parties are not sapindas of each other, unless the custom or usage governing each of them permits of a marriage between the two.

Other sections mentioned are:

- **Section 9:** Restitution of Conjugal Rights.
- **Section 10:** Judicial Separation.
- **Section 13:** Divorce.

Quick Tip

For the Hindu Marriage Act, it's crucial to memorize the key sections for core concepts:
- S. 5: Conditions of Marriage - S. 7: Ceremonies for Marriage - S. 9: Restitution of Conjugal Rights - S. 10: Judicial Separation - S. 13: Grounds for Divorce - S. 13B: Divorce by Mutual Consent

51. The Hindu Succession (Amendment) Act, 2005,

- (A) Allows daughters of the deceased equal rights with daughter
- (B) Allows sons of the deceased equal rights with widows

- (C) Allows daughters of the deceased equal rights with wife
- (D) Allows daughters of the deceased equal rights with sons

Correct Answer: (D) Allows daughters of the deceased equal rights with sons

Solution:

Step 1: Understanding the Concept:

The Hindu Succession (Amendment) Act, 2005, was a landmark piece of legislation that aimed to remove gender discriminatory provisions in the Hindu Succession Act, 1956, particularly concerning rights in ancestral property (coparcenary property).

Step 2: Detailed Explanation:

Before the 2005 amendment, under the Mitakshara school of Hindu law, only male descendants (sons, grandsons, great-grandsons) were coparceners by birth and had a right in the ancestral property. Daughters were not coparceners and were only entitled to maintenance and marriage expenses.

The **Hindu Succession (Amendment) Act, 2005**, primarily amended **Section 6** of the original Act. The key changes were:

- It made a daughter of a coparcener also a **coparcener in her own right by birth**.
- It conferred upon the daughter the **same rights** in the coparcenary property as she would have had if she had been a **son**.
- It also made her subject to the **same liabilities** in respect of the said coparcenary property as that of a son.

In essence, the amendment put daughters on an equal footing with sons regarding rights in ancestral property. Therefore, it allows daughters of the deceased equal rights with sons. The other options are either nonsensical (A) or incorrect representations of the law (B, C).

Quick Tip

Remember the core purpose of the 2005 amendment to the Hindu Succession Act: to make daughters coparceners by birth, granting them equal rights and liabilities in ancestral property as sons. This is a crucial step towards gender equality in property law. Also, be aware of the Supreme Court's judgment in *Vineeta Sharma v. Rakesh Sharma (2020)*, which clarified that a daughter's right flows from her birth and is not dependent on her father being alive on the date the amendment came into force.

52. The Fuller/Hart Debate could be summarized as a debate between which two jurisprudential approaches/positions

- (A) Positivism and utilitarianism
- (B) Natural Law and Positivism
- (C) Positivism and Liberalism
- (D) Marxism and liberal feminism

Correct Answer: (B) Natural Law and Positivism

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

The Hart-Fuller debate is one of the most famous jurisprudential debates of the 20th century. It took place in the pages of the Harvard Law Review in 1958 and centered on the relationship between law and morality, particularly in the context of wicked or unjust laws (like those of Nazi Germany).

Step 2: Detailed Explanation:

- **H.L.A. Hart:** Represented the school of **Legal Positivism**. Hart argued for a strict separation of law and morality (the "separation thesis"). He believed that a law could be legally valid even if it was morally abhorrent. For Hart, the validity of a law depends on its source and pedigree (the "rule of recognition"), not on its moral content.

- **Lon L. Fuller:** Represented a modern version of **Natural Law** theory. Fuller argued that law has an "inner morality" or a set of procedural principles that a system must meet to be considered a legal system at all. He called these principles the "eight principles of legality" (e.g., laws must be public, clear, non-contradictory). For Fuller, a system that grossly violates these principles (like the Nazi regime) does not just create bad law, but something that cannot be properly called "law" at all.

Therefore, the debate is a classic clash between the Natural Law perspective (Fuller) and the Legal Positivism perspective (Hart).

Quick Tip

To remember the Hart-Fuller debate, associate: - Hart = Positivism = Law as Positively enacted, morality is separate. - Fuller = Natural Law = Law must have an inner morality to be valid. The debate often uses the example of a "grudge informer" under a wicked legal regime.

53. In bailment if the goods are lent free of cost to the bailee for his use it is known as bailment by

- (A) Deposition
- (B) Pledge
- (C) Commodation
- (D) None of the above

Correct Answer: (C) Commodation

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

Bailment, as defined in Section 148 of the Indian Contract Act, 1872, is the delivery of goods by one person (bailor) to another (bailee) for some purpose, upon a contract that they shall, when the purpose is accomplished, be returned or otherwise disposed of according to the directions of the person delivering them. Bailments can be classified based on whether they are for a charge or free of cost.

Step 2: Detailed Explanation:

Bailments are traditionally classified based on Roman law categories:

- **Deposit (Depositum)**: Delivery of goods for safekeeping, typically without charge. The benefit is for the bailor.
- **Pledge (Pignus or Vadium)**: Delivery of goods as security for a debt.
- **Hire (Locatio et conductio)**: Bailment for a reward or charge.
- **Commodatum (Commodatum)**: This is a gratuitous loan of goods to be used by the bailee. The goods are lent **free of cost** for the **exclusive use of the bailee**. For example, lending a book to a friend to read. The Latin term for this is 'commodatum'.

The question describes a situation where goods are lent free of cost for the bailee's use. This perfectly matches the description of a commodatum. The term "Commodation" in the option is a direct anglicization of this term.

Quick Tip

For bailment, distinguish between gratuitous bailment (no charge) and non-gratuitous bailment (for reward). A gratuitous bailment can be for the benefit of the bailor (e.g., leaving a pet with a friend for safekeeping) or for the benefit of the bailee (e.g., borrowing a friend's car). The latter is called commodatum.

54. Where the proposal and acceptance is through letters, the contract is made at the place where

- (A) The acceptance is received
- (B) The letter of acceptance is posted
- (C) Both the above answers
- (D) None of the above

Correct Answer: (B) The letter of acceptance is posted

Solution:

Step 1: Understanding the Concept:

This question deals with the formation of a contract by post, specifically determining the place where the contract is concluded. This is governed by the "postal rule" or "mailbox rule" of contract law.

Step 2: Detailed Explanation:

According to **Section 4 of the Indian Contract Act, 1872**:

"The communication of an acceptance is complete,—

as against the proposer, when it is put in a course of transmission to him, so as to be out of the power of the acceptor;

as against the acceptor, when it comes to the knowledge of the proposer."

This means that the moment the acceptor posts the letter of acceptance, the contract is concluded as far as the proposer is concerned. The proposer becomes bound at this point.

The legal fiction is that the post office acts as the agent of the proposer. Therefore, delivering

the acceptance to the post office is considered as delivering it to the proposer.

Consequently, the **place of contract** is the place where the acceptance is posted. The **time of contract** is the time when the letter of acceptance is posted.

The leading case on this is *Adams v. Lindsell*.

Quick Tip

For contracts by post, remember the "postal rule": Communication of acceptance is complete and the contract is formed at the place and time the letter of acceptance is posted by the acceptor. This is an exception to the general rule that acceptance must be communicated to the offeror.

55. The surety stands discharged by

- (A) Death
- (B) Revocation
- (C) Variance in the terms of the contract without his consent
- (D) None of the above

Correct Answer: (C) Variance in the terms of the contract without his consent

Solution:

Step 1: Understanding the Concept:

A contract of guarantee involves three parties: the principal debtor, the creditor, and the surety (guarantor). The surety's liability is secondary and co-extensive with that of the principal debtor. The Indian Contract Act, 1872, provides several grounds on which a surety can be discharged from their liability.

Step 2: Detailed Explanation:

Let's analyze the options in the context of the Contract Act:

- **(A) Death:** The death of the surety operates as a revocation of a *continuing guarantee* as to *future transactions* (Section 131), but it does not automatically discharge the surety's estate from liabilities already incurred. So, it's not a complete discharge in all cases.
- **(B) Revocation:** A surety can revoke a *continuing guarantee* as to *future transactions* by giving notice to the creditor (Section 130). This does not discharge them from past transactions. For a specific guarantee, revocation is generally not possible once the creditor has acted upon it.
- **(C) Variance in the terms of the contract without his consent:** **Section 133** of the Contract Act is very clear on this point. It states: "Any variance, made without the surety's consent, in the terms of the contract between the principal debtor and the creditor, discharges the surety as to transactions subsequent to the variance." The surety guarantees a specific contract. If that contract is altered without their consent, the guarantee for the altered contract is discharged. This is a fundamental and complete ground for discharge. Comparing the options, variance in the terms of the contract is the most definitive ground for the discharge of a surety's liability for the entire contract moving forward.

Quick Tip

Remember the three main categories for the discharge of a surety: 1. By Revocation (S. 130, 131 - applies to continuing guarantees). 2. By the Conduct of the Creditor (S. 133 - Variance, S. 134 - Release of debtor, S. 135 - Compounding with debtor, S. 139 - Impairing surety's remedy). 3. By Invalidation of the Contract (S. 142 - Guarantee obtained by misrepresentation, S. 143 - By concealment). Variance (S. 133) is a very strong and frequently tested ground.

56. All contracts which are unlawful and void are known as

- (A) Illegal contracts
- (B) Nugatory contracts
- (C) Voidable contracts
- (D) None of the above

Correct Answer: (A) Illegal contracts

Solution:

Step 1: Understanding the Concept:

The Indian Contract Act distinguishes between agreements that are void and those that are illegal. While all illegal agreements are void, not all void agreements are necessarily illegal.

Step 2: Detailed Explanation:

- **Void Agreement (Section 2(g)):** An agreement not enforceable by law is said to be void. This can be for various reasons, such as lack of consideration, mistake of fact, or being in restraint of trade. A void agreement is a nullity from the beginning (*void ab initio*) and has no legal effect. For example, an agreement with a minor is void.

- **Illegal Agreement:** An agreement is illegal if its object or consideration is forbidden by law, is fraudulent, involves injury to a person or property, or is regarded by the court as immoral or opposed to public policy (as defined in Section 23).

The key distinction is that illegal agreements carry a further taint. Not only is the main agreement void, but any collateral transactions associated with it are also void.

The question asks about contracts that are both **unlawful and void**. The term "unlawful" is synonymous with "illegal". Therefore, an agreement that is unlawful (illegal) is, by its nature, also void. The most precise term for such an agreement is an "illegal contract" or "illegal agreement".

"Nugatory" simply means of no force or effect, which is a synonym for void, but "illegal" is more specific about the reason for its invalidity. "Voidable" (Section 2(i)) means it is valid until repudiated by one of the parties.

Quick Tip

Remember the hierarchy: All illegal agreements are void, but all void agreements are not illegal. Think of it as concentric circles: the inner circle is "Illegal Agreements," and the outer circle is "Void Agreements." An agreement in restraint of marriage (S. 26) is void but not illegal. An agreement to commit a crime is both illegal and void.

57. S. — of the Negotiable instruments Act deals with 'noting'.

- (A) 100
- (B) 101
- (C) 102
- (D) 99

Correct Answer: (D) 99

Solution:

Step 1: Understanding the Concept:

In the context of the Negotiable Instruments Act, 1881, 'noting' is a formal step taken when a promissory note or bill of exchange is dishonoured. It is the authentic and official record of the fact of dishonour.

Step 2: Detailed Explanation:

Section 99 of the Negotiable Instruments Act, 1881, deals with 'Noting'.

It states that when a promissory note or bill of exchange has been dishonoured by non-acceptance or non-payment, the holder may cause such dishonour to be noted by a notary public upon the instrument, or upon a paper attached thereto, or partly upon each.

This noting must be made within a reasonable time after dishonour and must specify the date of dishonour, the reason (if any) assigned for such dishonour, or, if the instrument has not been expressly dishonoured, the reason why the holder treats it as dishonoured, and the notary's charges.

Noting is a preliminary step to 'protesting' (Section 100). While noting is not mandatory for inland bills, it is a formal requirement for foreign bills to preserve the holder's right of action against prior parties.

Quick Tip

Remember the sequence of events upon dishonour of a bill/note: 1. Dishonour (by non-acceptance or non-payment). 2. Noting (S. 99): Recording the fact of dishonour by a notary public. 3. Protesting (S. 100): A formal certificate by the notary based on the noting, which serves as formal evidence of dishonour.

58. Cancellation of crossing is also called

- (A) Marking

- (B) Opening of crossing
- (C) Cancellation
- (D) None of the above

Correct Answer: (B) Opening of crossing

Solution:

Step 1: Understanding the Concept:

Crossing a cheque is a direction to the paying banker to pay the money generally to a banker or to a particular banker, and not to the person at the counter. The Negotiable Instruments Act, 1881, also provides for a mechanism to cancel this crossing to enable payment at the counter.

Step 2: Detailed Explanation:

The act of cancelling the crossing on a cheque is known as **opening the crossing**.

This can only be done by the **drawer** of the cheque. The drawer can cancel the crossing by writing the words "Pay Cash" and putting his full signature on the cheque.

When the drawer opens the crossing, the cheque becomes an open or bearer cheque again, and the paying bank can make the payment over the counter to the holder.

This is a practice that has evolved through banking custom, rather than a specific provision in the Act, but it is a well-recognized procedure.

"Marking" a cheque refers to the practice of a bank certifying that the cheque is good for payment, which is now obsolete. "Cancellation" is too general a term. "Opening of crossing" is the specific technical term for this action.

Quick Tip

Remember: Only the drawer of a cheque has the authority to "open" a crossing that they have made. This converts a crossed cheque (which must be paid through a bank account) back into an open cheque (which can be cashed at the counter).

59. Negotiable claim issued by a bank in return for a term deposit is called

- (A) Share certificate
- (B) Certificate of incorporation
- (C) Certificate of deposit
- (D) Term deposit

Correct Answer: (C) Certificate of deposit

Solution:

Step 1: Understanding the Concept:

This question asks for the name of a specific type of financial instrument issued by banks. It is related to a deposit made for a fixed term and has the quality of being negotiable.

Step 2: Detailed Explanation:

- **Term Deposit:** This is the underlying deposit itself, also known as a Fixed Deposit (FD). It is an account where money is deposited for a fixed period. The receipt for this deposit (FDR) is generally not negotiable.

- **Certificate of Deposit (CD):** This is a specific money-market instrument issued by banks and financial institutions against funds deposited for a fixed period of time. Unlike a standard Fixed Deposit Receipt, a Certificate of Deposit is a **negotiable instrument** and can be traded in the secondary market. It is issued in dematerialized form or as a usance promissory note. The Reserve Bank of India regulates the issuance of CDs.

- **Share certificate:** This is evidence of ownership of shares in a company.

- **Certificate of incorporation:** This is a legal document relating to the formation of a company.

The instrument that is a negotiable claim issued against a term deposit is a Certificate of Deposit.

Quick Tip

Distinguish between a regular Fixed Deposit Receipt (FDR) and a Certificate of Deposit (CD). While both are based on term deposits, the key difference is that a CD is a negotiable instrument (transferable by endorsement and delivery), whereas an FDR is not.

60. Wager relate with

- (A) Present event
- (B) Past event
- (C) Future event
- (D) Any of the above

Correct Answer: (C) Future event

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

A wagering agreement, as defined in cases like *Carlill v. Carbolic Smoke Ball Co.*, is an agreement where two parties, professing to hold opposite views touching the issue of a future uncertain event, mutually agree that, dependent on the determination of that event, one shall win from the other, and that other shall pay or hand over to him, a sum of money or other stake. Section 30 of the Indian Contract Act, 1872, declares wagering agreements to be void.

Step 2: Detailed Explanation:

The essential characteristics of a wager are:

1. **Uncertain Event:** The performance of the contract must depend upon the determination of an uncertain event.
2. **Mutual Chances of Gain or Loss:** Each party must have a chance to either win or lose.
3. **No Other Interest:** Neither party should have any interest in the event's occurrence or non-occurrence other than the sum or stake they will win or lose.

The core of a wager is uncertainty about an outcome. While in some rare cases a wager can be made on an unknown past event (e.g., betting on the result of a horse race that has already run but the result is not known to the parties), the quintessential and most common form of a wager relates to a **future uncertain event**. For example, betting on the outcome of a cricket match, an election, or the weather.

Given the options, "Future event" is the most characteristic and fitting answer. A wager cannot be on a present, known event. While a past, unknown event is a possibility, future events are the primary subject matter of wagers.

Quick Tip

Remember that the essence of a wagering agreement is the uncertainty of an event. This uncertainty is most commonly associated with a future event. Section 30 of the Contract Act makes these agreements void, but note that it does not make them illegal (except in certain states like Maharashtra).

61. In the judgment of the Supreme Court in Salem Bar Association vs. Union of India, the Supreme Court had requested this committee headed by ———- to prepare a case management formula.

- (A) Justice Bhagwathi
- (B) Justice Muralidhar
- (C) Justice Raveendran
- (D) Justice Jagannandha Rao

Correct Answer: (D) Justice Jagannandha Rao

Solution:

Step 1: Understanding the Concept:

The case of *Salem Advocate Bar Association v. Union of India* is a series of landmark judgments concerning the amendments made to the Code of Civil Procedure (CPC) in 1999 and 2002. The Supreme Court upheld the validity of these amendments, which introduced concepts like Section 89 (ADR) and also emphasized the need for active case flow management to reduce delays.

Step 2: Detailed Explanation:

In its judgment in *Salem Advocate Bar Association v. UOI (I)*, the Supreme Court, while upholding the amendments, recognized that there were practical difficulties in their implementation. To address this, the Court constituted a committee to frame model rules and practice directions.

This committee was headed by **Justice M. Jagannadha Rao**, a former judge of the Supreme Court and then Chairman of the Law Commission of India.

The committee was tasked with several objectives, including framing rules for the smooth operation of the newly introduced ADR mechanisms under Section 89 and developing a **case management formula** to expedite trials. The committee's report, which included Model Case

Flow Management Rules, was later considered and largely approved by the Supreme Court in the subsequent judgment, *Salem Advocate Bar Association v. UOI (II)* (2005).

Quick Tip

Associate the *Salem Bar Association* cases with the validation of the 1999/2002 CPC amendments and the subsequent efforts to implement them. The key figure in this implementation process, appointed by the Supreme Court, was the Justice Jagannadha Rao Committee, which focused on ADR and case management rules.

62. The 2013 Companies Act has increased the limit of the number of members in Private Company from 50 to

- (A) 100
- (B) 200
- (C) 300
- (D) 150

Correct Answer: (B) 200

Solution:

Step 1: Understanding the Concept:

A private company is a type of company that has certain restrictions on its membership and share transferability. One of the key defining features is the maximum number of members it can have. This limit was changed by the Companies Act, 2013, from the one that existed under the previous Companies Act, 1956.

Step 2: Detailed Explanation:

- Under the **Companies Act, 1956**, Section 3(1)(iii) defined a private company. One of the conditions was that it must, by its articles, limit the number of its members to **fifty (50)**.
- The **Companies Act, 2013**, which replaced the 1956 Act, brought about significant changes. The definition of a "private company" is now given in **Section 2(68)**.
- As per Section 2(68)(ii) of the Companies Act, 2013, a private company is one which by its articles "limits the number of its members to **two hundred (200)**".

The proviso to this clause clarifies that when counting these 200 members, joint holders of a share are treated as a single member, and persons who are in the employment of the company (and former employees who were members while employed) are not to be included.

Therefore, the limit was increased from 50 to 200.

Quick Tip

For company law, it is essential to know the key differences between the 1956 Act and the 2013 Act. The increase in the maximum number of members for a private company from 50 to 200 is one of the most fundamental and frequently asked changes.

63. The Standards on Auditing have been accorded legal sanctity in the 2013 Act and would be subject to notification by the

- (A) NFRA
- (B) NRFA
- (C) NARF
- (D) SEBI

Correct Answer: (A) NFRA

Solution:

Step 1: Understanding the Concept:

The Companies Act, 2013, established a new, powerful regulatory body to oversee the auditing profession and enforce auditing standards in India. This was done to improve corporate governance and restore confidence in the audit process, especially for large and listed companies.

Step 2: Detailed Explanation:

Section 143(2) of the Companies Act, 2013, states that the auditor shall make a report to the members of the company on the accounts examined by him and on every financial statement which are required by or under this Act to be laid before the company in general meeting and the report shall after taking into account the provisions of this Act, the accounting and **auditing standards** state whether in his opinion and to the best of his information and according to the explanations given to him, the said accounts give the information required by this Act in the manner so required and give a true and fair view.

Section 132 of the Act provides for the constitution of the **National Financial Reporting Authority (NFRA)**.

Among the duties of NFRA, as laid down in Section 132(2), is to:

(a) make recommendations to the Central Government on the formulation and laying down of accounting and **auditing policies and standards** for adoption by companies or class of companies or their auditors.

Furthermore, **Section 143(10)** empowers the Central Government to prescribe the standards of auditing or any addendum thereto, as recommended by the Institute of Chartered Accountants of India, in consultation with and after examination of the recommendations made by the **NFRA**.

Therefore, NFRA is the body that has the ultimate authority to recommend and oversee the notification of Auditing Standards, giving them legal sanctity under the Act.

Quick Tip

Remember NFRA (National Financial Reporting Authority) as the super-regulator for auditors of listed and large companies, established under Section 132 of the Companies Act, 2013. Its role is analogous to the PCAOB (Public Company Accounting Oversight Board) in the United States.

64. Qui facit per alium facit per se, means

- (A) act of an agent is the act of principal
- (B) act of an agent is not an act of principal
- (C) principal and agent are liable jointly
- (D) agent must not act in contravention of the act of principal

Correct Answer: (A) act of an agent is the act of principal

Solution:

Step 1: Understanding the Concept:

'Qui facit per alium facit per se' is a fundamental legal maxim in the law of agency. It establishes the principle of vicarious liability of a principal for the acts of their agent.

Step 2: Detailed Explanation:

Let's break down the Latin phrase:

- **Qui:** He who
- **facit:** does or acts
- **per alium:** through another
- **facit per se:** does or acts for himself

The full translation is: **"He who acts through another, acts for himself."**

This means that when a person (the principal) authorizes another person (the agent) to act on their behalf, the acts performed by the agent within the scope of that authority are legally considered to be the acts of the principal. The principal is bound by and liable for such acts. This is the foundation upon which the entire law of agency is built.

Option (A) "act of an agent is the act of principal" is the most direct and accurate meaning of this maxim.

Quick Tip

This is one of the most important maxims in commercial law and tort law. Associate 'Qui facit per alium facit per se' directly with the concept of agency and the vicarious liability of the principal/employer for the acts of their agent/employee.

65. The concept of 'privity of contract' was rejected in

- (A) Winterbottom v. Wright
- (B) Donoghue v. Stevenson
- (C) Longmeid v. Holiday
- (D) Heaven v. Pender

Correct Answer: (B) Donoghue v. Stevenson

Solution:

Step 1: Understanding the Concept:

The doctrine of 'privity of contract' states that only the parties to a contract can sue or be sued

on it. A third party who is not a party to the contract cannot enforce its terms, even if the contract was made for their benefit. In the context of tort law, this doctrine was historically used to prevent a person from suing a manufacturer for a defective product if they had not bought the product directly from the manufacturer.

Step 2: Detailed Explanation:

- **(A) Winterbottom v. Wright (1842):** This case is the classic authority **for establishing** the doctrine of privity of contract in the context of negligence. The court held that the plaintiff, a coach driver who was injured due to a defective coach, could not sue the defendant who had a contract to maintain the coach with the postmaster-general (the plaintiff's employer). There was no contract between the plaintiff and the defendant.

- **(B) Donoghue v. Stevenson (1932):** This is the landmark case that effectively **rejected** the privity of contract fallacy as a defense in negligence claims. Mrs. Donoghue fell ill after drinking ginger beer from an opaque bottle that contained the decomposed remains of a snail. She could not sue the retailer as she had not bought the drink herself (her friend had). She sued the manufacturer, Stevenson. The House of Lords, in a groundbreaking decision, held that the manufacturer owed a duty of care to the ultimate consumer, irrespective of any contractual relationship. This established the "neighbour principle" and the modern law of negligence, bypassing the privity of contract barrier.

- **(C) Longmeid v. Holiday:** This was a pre-Donoghue case that followed the privity rule.

- **(D) Heaven v. Pender:** This case was an earlier step towards creating a general duty of care but did not fully reject the privity doctrine in the way *Donoghue v. Stevenson* did.

Therefore, *Donoghue v. Stevenson* is the case famous for rejecting the application of the privity of contract doctrine in torts.

Quick Tip

Remember the progression: *Winterbottom v. Wright* established the privity of contract barrier in negligence. *Donoghue v. Stevenson* demolished that barrier and created the modern tort of negligence based on the "neighbour principle" (duty of care).

66. ——— is observed as the World Consumer Rights Day.

- (A) 15th of March
- (B) 16th of March
- (C) 12th of March
- (D) 11th of March

Correct Answer: (A) 15th of March

Solution:

Step 1: Understanding the Concept:

World Consumer Rights Day is an annual occasion for celebration and solidarity within the international consumer movement. It marks the date on which a significant speech about consumer rights was delivered.

Step 2: Detailed Explanation:

World Consumer Rights Day is observed every year on the **15th of March**.

The date was chosen to commemorate the special message sent to the US Congress by President John F. Kennedy on March 15, 1962. In this historic speech, he formally addressed the issue of consumer rights, being the first world leader to do so. He outlined four basic consumer rights: the right to safety, the right to be informed, the right to choose, and the right to be heard.

The consumer movement has since built upon this foundation, and the day is now used to raise global awareness about consumer rights and needs.

Note: This is different from India's National Consumer Day, which is celebrated on December 24th to mark the enactment of the Consumer Protection Act, 1986.

Quick Tip

Distinguish between the two important consumer days: - World Consumer Rights Day: March 15 (JFK's speech). - National Consumer Day (India): December 24 (Enactment of COPRA, 1986). Both dates are frequently asked in exams.

67. Accountability of medical professional and the need for qualitative change in the attitude of the medical service provided by the hospitals was emphasized by the Supreme Court in which of the following cases

- (A) Bhatia International v. Bulk Trading S.A
- (B) Indian Medical Association v. V.P. Shantha and Ors
- (C) Manekha Gandhi v. Union of India
- (D) Lucknow Development Authority v. M.K.Gupta

Correct Answer: (B) Indian Medical Association v. V.P. Shantha and Ors

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

This question asks for the landmark Supreme Court case that brought medical services under the purview of the Consumer Protection Act, 1986, thereby making medical professionals accountable for deficiency in service.

Step 2: Detailed Explanation:

- **(B) Indian Medical Association v. V.P. Shantha and Ors (1995):** This is the seminal case on the subject. The Supreme Court conclusively held that medical services are a 'service' under Section 2(1)(o) of the Consumer Protection Act, 1986. The Court ruled that patients who avail of these services are 'consumers'. This means that a medical practitioner or a hospital can be held liable for 'deficiency in service' (i.e., negligence) before a consumer forum. The judgment made it clear that this applies to services rendered for a charge, and also includes cases where services are provided free of charge if the hospital charges other patients.

- **(D) Lucknow Development Authority v. M.K.Gupta (1994):** This was also a very important case that gave a wide interpretation to the term 'service', bringing statutory authorities like housing boards under the Act's purview, but *V.P. Shantha* is the specific case dealing

with medical professionals.

- (A) **Bhatia International v. Bulk Trading S.A**: This case relates to arbitration law.

- (C) **Maneka Gandhi v. Union of India**: This is a landmark constitutional law case on Article 21 (Right to Life and Personal Liberty).

The case that specifically emphasized the accountability of medical professionals under consumer law is *Indian Medical Association v. V.P. Shantha*.

Quick Tip

For consumer law, remember these two landmark cases and their contribution: - *Lucknow Development Authority v. M.K. Gupta*: Gave a wide meaning to "service," covering housing and statutory bodies. - *Indian Medical Association v. V.P. Shantha*: Specifically brought "medical services" under the definition of service, making doctors and hospitals liable under the Consumer Protection Act.

68. Renewal of driving licenses is envisaged under S.— of the Motor Vehicles Act, 1988

(A) 20

(B) 21

(C) 22

(D) 15

Correct Answer: (D) 15

Solution:

Step 1: Understanding the Concept:

The Motor Vehicles Act, 1988, is the comprehensive legislation that regulates all aspects of road transport vehicles. Chapter II of the Act deals with the "Licensing of Drivers of Motor Vehicles," which includes provisions for the grant, validity, and renewal of driving licenses.

Step 2: Detailed Explanation:

Let's look at the relevant sections in Chapter II of the Motor Vehicles Act, 1988:

- The grant of a driving license is primarily dealt with under Section 9.

- The validity period of a driving license is specified in Section 14.

- **Section 15** is titled "**Renewal of driving licences**". This section lays down the procedure for renewing a driving license. It states that any licensing authority may, on application made to it, renew a driving licence issued under the provisions of this Act. It also specifies the time limits for applying for renewal (e.g., within one year before its expiry) and the consequences of applying after expiry.

The other sections mentioned are incorrect in this context. Sections 20-22 deal with the powers of a court to disqualify a person from holding a license.

Quick Tip

When studying the Motor Vehicles Act, it's helpful to remember the structure. Chapter II is for Driver Licensing, Chapter III is for Conductor Licensing, Chapter IV is for Vehicle Registration, and Chapter V is for Control of Transport Vehicles. Key sections to remember in Chapter II are S.9 (Grant), S.14 (Validity), and S.15 (Renewal).

69. S.82 IPC is an illustration for

- (A) Presumption of fact
- (B) Presumption of law
- (C) Presumption of fact and presumption of law
- (D) None of the above.

Correct Answer: (B) Presumption of law

Solution:

Step 1: Understanding the Concept:

In the law of evidence, a presumption is a rule that allows a court to assume a fact is true until it is rebutted. Presumptions are of two main types:

- **Presumption of Fact (Presumptio hominis or naturalis):** These are inferences that are naturally and logically drawn from the observation of a course of human conduct. They are rebuttable and the court has discretion whether to raise the presumption or not (often indicated by the phrase "may presume"). Example: A person in possession of stolen goods soon after the theft is either the thief or has received the goods knowing them to be stolen.
- **Presumption of Law (Presumptio juris):** These are rules of law that direct a certain conclusion to be drawn from a set of established facts. They can be either rebuttable (indicated by "shall presume") or irrebuttable/conclusive (indicated by "conclusive proof").

Step 2: Detailed Explanation:

Section 82 of the Indian Penal Code (IPC) states: "Nothing is an offence which is done by a child under seven years of age."

This is the principle of *doli incapax* (incapable of forming criminal intent).

This is an **irrebuttable presumption of law** or a **conclusive proof**. The law conclusively presumes that a child below the age of seven is incapable of committing a crime. No evidence can be admitted to prove that the child had the maturity to understand the nature and consequences of their act. The court has no discretion; if the child is under seven, they cannot be held criminally liable.

Since it is a mandatory rule laid down by the law and it cannot be rebutted, it is a clear example of a (conclusive) presumption of law.

Quick Tip

Distinguish between the IPC sections on childhood immunity: - Section 82 (Doli incapax): Child under 7 years. This is a *conclusive* or *irrebuttable presumption* of law. - Section 83: Child between 7 and 12 years. This is a *rebuttable presumption* of law. The child is presumed innocent, but the prosecution can prove they had attained sufficient maturity of understanding.

70. Meaning Of Nemo moriturus praesumuntur mentiri

- (A) A dying man can never speak truth
- (B) A dying man can never speak falsehood
- (C) A dying man can speak truth
- (D) A dying man may not speak falsehood

Correct Answer: (B) A dying man can never speak falsehood

Solution:

Step 1: Understanding the Concept:

'Nemo moriturus praesumitur mentiri' is a legal maxim that provides the jurisprudential basis for the admissibility of a dying declaration as evidence, which is an exception to the rule against hearsay evidence.

Step 2: Detailed Explanation:

Let's break down the Latin phrase:

- **Nemo:** No one
- **moriturus:** who is about to die
- **praesumitur:** is presumed
- **mentiri:** to lie

The full translation is: **"No one who is about to die is presumed to lie."**

The principle is that a person on their deathbed, in the face of imminent death and meeting their maker, is unlikely to speak a falsehood. The solemnity of the occasion is believed to be a substitute for the sanction of an oath. This is the rationale behind Section 32(1) of the Indian Evidence Act, 1872, which makes a statement by a person as to the cause of his death, or as to any of the circumstances of the transaction which resulted in his death, a relevant fact.

Option (B) "A dying man can never speak falsehood" captures the essence of this maxim. It's a strong statement reflecting the legal presumption, even though in reality a dying declaration's truthfulness is still a matter for the court to weigh.

Quick Tip

This maxim is the key to understanding the concept of a dying declaration under Section 32(1) of the Indian Evidence Act. Remember that the law presumes a dying person tells the truth because they have no motive to lie.

71. If a court lower to the Sessions Court tries a murder case that court is called as

- (A) Coram sub judice
- (B) Coram non judice
- (C) Coram non subjudice
- (D) Coram judice

Correct Answer: (B) Coram non judice

Solution:

Step 1: Understanding the Concept:

This question deals with the concept of jurisdiction in criminal procedure, using Latin legal terms. Jurisdiction is the authority of a court to hear and decide a case. A trial is only valid if conducted by a court with proper jurisdiction.

Step 2: Detailed Explanation:

Under the Code of Criminal Procedure, 1973 (CrPC), the jurisdiction to try different offenses is specified. According to the First Schedule of the CrPC, an offense of murder (Section 302 IPC) is triable exclusively by a **Court of Session**.

Let's analyze the Latin terms:

- **Coram judice:** Before a judge; in the presence of a judge who has jurisdiction to hear the case. A proceeding held *coram judice* is legally valid.
- **Coram non judice:** Literally, "before one who is not a judge." It means a legal proceeding held before a court or judge that lacks the jurisdiction to hear it. Such proceedings are null and void from the beginning.
- **Coram sub judice:** This is a mix of terms. "Sub judice" means "under a judge" or "before a court," referring to a matter that is currently under trial.

If a court lower than the Court of Session (for example, a Court of a Judicial Magistrate First Class) tries a murder case, it is acting without jurisdiction. Therefore, the proceedings are *coram non judice*, and any judgment passed would be a nullity.

Quick Tip

Remember these key jurisdictional terms: - Coram judice: With jurisdiction (valid). - Coram non judice: Without jurisdiction (void). Also, know which offenses are exclusively triable by the Court of Session. This is specified in the First Schedule of the CrPC and includes serious offenses like murder, rape, and dacoity.

72. SFIO stands for

- (A) Serious Fraud Investigation Office
- (B) Serious Force Institution Office
- (C) Serious Form Investigation Office
- (D) Serious File Investigation Office

Correct Answer: (A) Serious Fraud Investigation Office

Solution:

Step 1: Understanding the Concept:

SFIO is a specialized, multi-disciplinary organization in India that investigates and prosecutes white-collar crimes and serious corporate fraud. It was initially set up by a government resolution and was later given statutory status.

Step 2: Detailed Explanation:

The acronym SFIO stands for **Serious Fraud Investigation Office**.

It was established to detect and prosecute or recommend for prosecution white-collar crimes. It primarily investigates frauds under the Companies Act but can also investigate violations of other economic laws like the Indian Penal Code, Securities Contracts (Regulation) Act, etc., in conjunction with the primary investigation.

The SFIO was given statutory recognition under the **Companies Act, 2013. Section 211** of the Act provides for the establishment of the SFIO, and Section 212 details the investigation process into the affairs of a company by the SFIO. It is under the administrative control of the Ministry of Corporate Affairs.

Quick Tip

Associate SFIO with serious corporate fraud. Remember that it was given statutory power under the Companies Act, 2013 (Section 211), making it a powerful agency for investigating complex financial crimes in the corporate sector.

73. Which provision of the Companies Act, 2013 discusses about the issue of bonus shares out of its free reserves or the securities premium account or the capital redemption reserve account, subject to the compliance with certain conditions such as authorization by the articles, approval in the general meeting

- (A) S.36
- (B) S.43
- (C) S.63
- (D) S.33

Correct Answer: (C) S.63

Solution:

Step 1: Understanding the Concept:

Bonus shares are additional shares given by a company to its existing shareholders, free of cost. This process is also known as capitalization of profits, where a company converts its reserves into share capital. The Companies Act, 2013, lays down specific provisions governing the issue of bonus shares.

Step 2: Detailed Explanation:

Section 63 of the Companies Act, 2013, is titled "Issue of bonus shares".

This section explicitly provides that a company may issue fully paid-up bonus shares to its members out of:

- (i) its free reserves;
- (ii) the securities premium account; or
- (iii) the capital redemption reserve account.

The section also lays down several conditions that must be met before issuing bonus shares, which include:

- It must be authorized by its articles of association.
- It must be recommended by the Board of Directors and authorized by the company in a general meeting.
- The company must not have defaulted in payment of interest or principal in respect of fixed deposits or debt securities.
- It must not have defaulted in respect of the payment of statutory dues of the employees.

The other sections are incorrect: S.36 deals with the effect of the memorandum and articles, S.43 with kinds of share capital, and S.33 with the issue of application forms for securities.

Quick Tip

For Share Capital related provisions in the Companies Act 2013, remember these key sections: - S. 52: Application of premiums received on issue of shares. - S. 55: Issue and redemption of preference shares. - S. 62: Further issue of share capital (Rights Issue). - S. 63: Issue of bonus shares. - S. 68: Power of company to purchase its own securities (Buy-back).

74. The question whether the Fundamental Rights can be amended under Art.368 came for consideration first time in

- (A) Shankari Prasad v. Union of India
- (B) Keshavananda Bharati v. Union of India
- (C) Golak Nath v. State of Punjab
- (D) None of the above

Correct Answer: (A) Shankari Prasad v. Union of India

Solution:

Step 1: Understanding the Concept:

This question traces the history of the judicial interpretation of the Parliament's power to amend the Constitution, specifically concerning the Fundamental Rights enshrined in Part III. This has been one of the most contentious issues in Indian constitutional law, leading to a series of landmark Supreme Court judgments.

Step 2: Detailed Explanation:

The chronological evolution of the jurisprudence is as follows:

1. **Shankari Prasad v. Union of India (1951):** This was the **first case** where the amendability of Fundamental Rights was challenged. The challenge was against the First Constitutional Amendment Act, 1951, which curtailed the right to property. The Supreme Court

upheld the Parliament's power to amend any part of the Constitution, including Fundamental Rights. It held that the word "law" in Article 13(2) refers only to ordinary legislative laws and not to constitutional amendment acts passed under Article 368.

2. **Sajjan Singh v. State of Rajasthan (1965)**: The Supreme Court reiterated the view taken in *Shankari Prasad*.

3. **Golak Nath v. State of Punjab (1967)**: In a major reversal, the Supreme Court, by a 6:5 majority, held that Fundamental Rights are "transcendental and immutable" and that Parliament has no power to amend Part III of the Constitution so as to take away or abridge Fundamental Rights. It held that an amendment under Article 368 is a "law" within the meaning of Article 13(2).

4. **Kesavananda Bharati v. Union of India (1973)**: Overruling *Golak Nath*, the Supreme Court held that Parliament can amend any part of the Constitution, including Fundamental Rights, but it cannot alter the "basic structure" or framework of the Constitution. This is the current legal position.

Since the question asks when the issue came up for consideration for the **first time**, the correct answer is *Shankari Prasad v. Union of India*.

Quick Tip

Memorize the timeline of the amendment power debate: 1. *Shankari Prasad* (1951): Parliament can amend anything. 2. *Golak Nath* (1967): Parliament CANNOT amend Fundamental Rights. 3. *Kesavananda Bharati* (1973): Parliament can amend anything, EXCEPT the "Basic Structure". (This is the final position).

75. A law which violates fundamental rights is not nullity or void-ab-initio but becomes only unenforceable, this doctrine is called as

- (A) Doctrine of severability
- (B) Doctrine of 3 points
- (C) Tornado doctrine
- (D) Doctrine of eclipse

Correct Answer: (D) Doctrine of eclipse

Solution:

Step 1: Understanding the Concept:

This question relates to the effect of Article 13(1) of the Constitution of India on pre-constitutional laws. Article 13(1) states that all laws in force in India immediately before the commencement of the Constitution, in so far as they are inconsistent with the provisions of Part III (Fundamental Rights), shall be void to the extent of such inconsistency.

Step 2: Detailed Explanation:

- **Doctrine of Eclipse:** This doctrine applies to pre-constitutional laws that are inconsistent with Fundamental Rights. It posits that such a law is not dead or void *ab initio* (from the very beginning) for all purposes. Instead, it is merely 'eclipsed' or overshadowed by the Fundamen-

tal Right and remains dormant or unenforceable against citizens. If the overshadowing Fundamental Right is amended in a way that the inconsistency is removed, the pre-constitutional law becomes revived and fully operative again automatically. It remains valid for non-citizens (against whom the Fundamental Right may not be available) and for transactions that occurred before the Constitution came into force. The leading case on this is *Bhikaji Narain Dhakras v. State of M.P.*

- **Doctrine of Severability:** Also known as the doctrine of separability, this principle is enshrined in Article 13. It states that if an offending provision of a statute can be separated from the rest of the statute without affecting the substance of the valid part, then only the offending provision will be declared void by the court, and the rest of the statute will remain valid. The description given in the question—that the law is not a nullity but only becomes unenforceable—is the core idea of the Doctrine of Eclipse.

Quick Tip

Remember the key doctrines related to Article 13: - Doctrine of Eclipse: Applies to pre-constitutional laws. The inconsistent law is not dead, just dormant or overshadowed. - Doctrine of Severability: If possible, separate the bad part of a law from the good part and strike down only the bad part. - Doctrine of Waiver: A person cannot waive their Fundamental Rights.

76. Equality of opportunity admits discrimination with reasons, It was observed by apex court in

- (A) State of Kerala v. N.M. Thomas
- (B) Indira Sawhney v. Union of India
- (C) AIR India v. Nargesh Mirza
- (D) All the above

Correct Answer: (A) State of Kerala v. N.M. Thomas

Solution:

Step 1: Understanding the Concept:

This question deals with the interpretation of Article 16 of the Constitution, which guarantees equality of opportunity in matters of public employment. The jurisprudence has evolved to understand that formal equality is not enough, and the principle can accommodate reasonable classification and affirmative action to achieve substantive equality.

Step 2: Detailed Explanation:

In the case of **State of Kerala v. N.M. Thomas (1976)**, the Supreme Court significantly broadened the understanding of equality under Article 16. The case involved a rule that gave temporary exemption to employees belonging to Scheduled Castes and Scheduled Tribes from passing a departmental test for promotion.

The majority judgment held that Article 16(1), which guarantees equality of opportunity, is a facet of the broader principle of equality in Article 14. The Court observed that the concept

of equality of opportunity is not a sterile one. It is a concept that admits of classification and differentiation. The Court stated that "equality of opportunity is not an absolute right" and that it "admits of discrimination with reasons".

The court reasoned that to treat unequals as equals is to perpetuate inequality. Therefore, providing preferential treatment to the historically disadvantaged SC/ST communities to bring them on par with others was not a violation of Article 16(1) but a fulfillment of its true spirit. This case was a precursor to the expansive view of reservation and affirmative action later articulated more fully in *Indra Sawhney*. While the other cases also deal with equality, the specific observation that "equality of opportunity admits discrimination with reasons" is famously associated with the reasoning in *N.M. Thomas*.

Quick Tip

For Article 16, remember the progression of key cases: - *M.R. Balaji v. State of Mysore*: Capped reservations at 50%. - *State of Kerala v. N.M. Thomas*: Introduced the concept of substantive equality, holding that reasonable classification is part of equality of opportunity. - *Indra Sawhney v. Union of India (Mandal Commission Case)*: Consolidated the law on reservations, upheld the 50% ceiling (with exceptions), and introduced the "creamy layer" concept for OBCs.

77. An Executive Magistrate may require security for keeping good behavior from habitual offenders for a period not more than

- (A) 6 months
- (B) 1 year
- (C) 2 years
- (D) 3 years

Correct Answer: (D) 3 years

Solution:

Step 1: Understanding the Concept:

Chapter VIII of the Code of Criminal Procedure, 1973 (CrPC) contains provisions for taking security for keeping the peace and for good behaviour. These are preventive measures, not punitive. The question specifically asks about the powers of an Executive Magistrate in relation to habitual offenders.

Step 2: Detailed Explanation:

The relevant provision is **Section 110 of the CrPC**, which is titled "Security for good behaviour from habitual offenders."

This section empowers an **Executive Magistrate** to take action against persons who are, by habit, robbers, house-breakers, thieves, forgers, or who are so desperate and dangerous as to render their being at large without security hazardous to the community.

The procedure for ordering such security is laid down in the subsequent sections, starting with Section 111.

The maximum period for which security can be demanded under these provisions is specified in **Section 117**, which deals with the order to be made after the inquiry. This section refers back to the initial notice under Section 111. The order passed under Section 117, if based on a proceeding initiated under Section 110, can require the person to execute a bond for his good behaviour for a period **not exceeding three years**.

Therefore, the maximum period for which an Executive Magistrate can demand security from a habitual offender is 3 years.

Quick Tip

Remember the key sections in Chapter VIII of CrPC and the maximum periods: - S. 106 (By Convicting Court): For keeping the peace. Max 3 years. - S. 107 (By Executive Magistrate): For keeping the peace in other cases. Max 1 year. - S. 108 (For seditious matters): Max 1 year. - S. 109 (From suspected persons): Max 1 year. - S. 110 (From habitual offenders): Max 3 years. The longest period (3 years) is for convicted persons (S.106) and habitual offenders (S.110).

78. S.167 of the Criminal Procedure Code provides that the nature of custody can be altered from judicial custody to police custody and vice-versa this alteration can be done during the period of first

- (A) 15 days
- (B) 16 days
- (C) 14 days
- (D) 12 days

Correct Answer: (A) 15 days

Solution:

Step 1: Understanding the Concept:

Section 167 of the CrPC deals with the procedure when an investigation cannot be completed within 24 hours. It governs the remand of an accused to custody. The law allows for two types of custody: police custody (where the accused is in the custody of the police for interrogation) and judicial custody (where the accused is in the custody of the court, usually lodged in jail).

Step 2: Detailed Explanation:

Section 167(2) of the CrPC empowers a Magistrate to authorize the detention of the accused in such custody as he thinks fit, for a term not exceeding **fifteen days in the whole**.

The proviso to this section further states that the Magistrate may authorize the detention of the accused person, otherwise than in the custody of the police, beyond the period of fifteen days if he is satisfied that adequate grounds exist for doing so, but no Magistrate shall authorise the detention of the accused person in custody under this paragraph for a total period exceeding 90 days or 60 days, as the case may be.

The Supreme Court, in cases like *Central Bureau of Investigation, Special Investigation Cell-I, New Delhi v. Anupam J. Kulkarni*, has clarified the law on this point. It held that:

- Police custody can only be granted during the **first 15 days** of remand from the date of the first production of the accused before the Magistrate.
- During these first 15 days, the nature of custody can be altered between police and judicial custody. For example, an accused could be in police custody for 5 days, then judicial custody for 5 days, and then back in police custody for another 5 days, as long as the total period of police custody does not exceed 15 days and all such orders are passed within the initial 15-day period.
- After the expiry of the first 15 days, the accused can only be remanded to judicial custody. Therefore, the alteration between judicial and police custody is permissible only during the first 15 days.

Quick Tip

For S.167 CrPC, remember the "15-day rule" for police custody. Police custody, in one or more spells, cannot exceed 15 days in total and can only be granted within the first 15 days of remand. After that, it's only judicial custody up to the 60/90 day limit for filing the charge sheet.

79. Under which provision of the Code of Criminal Procedure it is mandatory for a police officer to inform the person arrested, the grounds of arrest and right of bail if the offence is not non-bailable

- (A) S.150
- (B) S.105
- (C) S.50
- (D) S.510

Correct Answer: (C) S.50

Solution:

Step 1: Understanding the Concept:

The right of an arrested person to be informed of the grounds of their arrest is a fundamental procedural safeguard. It is not only a statutory right under the CrPC but also a fundamental right under Article 22(1) of the Constitution of India.

Step 2: Detailed Explanation:

Section 50 of the Code of Criminal Procedure, 1973, is titled "Person arrested to be informed of grounds of arrest and of right to bail." It contains two crucial sub-sections:

- **Section 50(1):** Every police officer or other person arresting any person without a warrant shall forthwith communicate to him full particulars of the offence for which he is arrested or other grounds for such arrest.
- **Section 50(2):** Where a police officer arrests without warrant any person other than a person accused of a non-bailable offence, he shall inform the person arrested that he is entitled to be released on bail and that he may arrange for sureties on his behalf.

This section makes it a mandatory duty for the arresting officer to provide this information.

Failure to do so can render the arrest illegal.

The other sections mentioned are incorrect. For instance, S. 150 deals with information of design to commit cognizable offenses.

Quick Tip

Remember the cluster of rights of an arrested person under the CrPC, many of which mirror Article 22 of the Constitution: - S. 50: Right to be informed of grounds of arrest and right to bail. - S. 50A: Obligation of person making arrest to inform about the arrest to a nominated person. - S. 54: Examination of arrested person by a medical officer. - S. 57: Person arrested not to be detained more than 24 hours.

80. S.41-B is inserted in to the Criminal Procedure Code on the basis of which among the following decisions

- (A) Nandini Satpathy v. P.L. Dhani
- (B) Sunil Batra v. Delhi Administration
- (C) Prem Shankar Shukla v. Delhi Administration
- (D) D.K. Basu v. State of West Bengal

Correct Answer: (D) D.K. Basu v. State of West Bengal

Solution:

Step 1: Understanding the Concept:

The Supreme Court of India has, through its judgments, laid down several guidelines to protect the rights of arrested persons and to prevent abuse of power by the police, particularly concerning custodial violence. These guidelines have often been incorporated into the CrPC through amendments.

Step 2: Detailed Explanation:

The case of **D.K. Basu v. State of West Bengal (1997)** is a landmark judgment on the rights of arrested persons. In this case, the Supreme Court expressed deep concern over custodial torture and deaths in police custody. To curb this menace, the Court issued a set of 11 mandatory guidelines to be followed by the police and other arresting agencies in all cases of arrest and detention. These guidelines included:

- The police personnel carrying out the arrest should bear accurate and visible identification.
- A memo of arrest must be prepared at the time of arrest.
- The person arrested has a right to have a friend, relative, or other person known to him informed of his arrest.

- The person arrested should be made aware of his right to have someone informed of his arrest. Many of these guidelines were incorporated into the CrPC by the Code of Criminal Procedure (Amendment) Act, 2008. Specifically, **Section 41B ("Procedure of arrest and duties of officer making arrest")**, Section 41D ("Right of arrested person to meet an advocate of his choice during interrogation"), and Section 50A ("Obligation of person making arrest to inform about the arrest to a nominated person") are direct consequences of the D.K. Basu judgment. The other cases are also important human rights cases but are not the direct basis for Section

41B. *Nandini Satpathy* deals with the right against self-incrimination (Art 20(3)). *Sunil Batra* and *Prem Shankar Shukla* deal with the rights of prisoners and the issue of handcuffing.

Quick Tip

Associate the *D.K. Basu* judgment with the codification of procedural safeguards during arrest. Whenever you see questions about the arrest memo (S. 41B), the right to inform a friend/relative (S. 50A), or the right to meet a lawyer during interrogation (S. 41D), the source is the D.K. Basu guidelines.

81. Civil Surgeon shall refer unsound minded person to a clinical Psychologist/Psychiatrist. However by virtue of S.—the aggrieved accused may prefer appeal before Medical Board consisting of head of Psychiatry and faculty of Medical College

- (A) 328
- (B) 328 1A
- (C) 329
- (D) 346

Correct Answer: (C) 329

Solution:

Step 1: Understanding the Concept:

Chapter XXV of the Code of Criminal Procedure (CrPC) deals with "Provisions as to Accused Persons of Unsound Mind". It lays down the procedure to be followed when it appears to the court that the accused may be of unsound mind and consequently unable to understand the proceedings or make their defence.

Step 2: Detailed Explanation:

Let's trace the procedure in Chapter XXV:

- **Section 328:** Lays down the procedure in case of an accused being a lunatic. When a Magistrate holding an inquiry has reason to believe the person is of unsound mind, he shall cause him to be examined by the civil surgeon.
- **Section 329:** This is the key section for the question. It is titled "Procedure in case of person of unsound mind tried before Court".
- **Section 329(1):** If at the trial, it appears to the Court that the accused is of unsound mind, the court shall try the fact of such unsoundness.
- **Section 329(1A):** This sub-section, inserted by the 2005 amendment, specifies that if the court is satisfied that the person is of unsound mind, it shall refer the person for examination to a clinical psychologist or psychiatrist.
- **Section 329(2):** If the court is of the opinion that the person is of unsound mind, it shall record a finding to that effect and postpone further proceedings.
- The provision for an appeal to a Medical Board against the finding of the psychiatrist/psychologist is also part of the procedure laid down under **Section 329**. After the specialist's report comes in, if the accused or the prosecution contests the finding, the court can order further inquiry.

The right to appeal to a higher medical authority like a Medical Board is an integral part of ensuring a fair determination of the accused's mental state under this section. Therefore, the entire procedure, including the reference and the subsequent steps (which would include challenging the expert opinion, often leading to a board), is governed by Section 329. The question seems to be a bit convoluted, but Section 329 is the central provision governing the trial procedure for an accused of unsound mind, which includes the process of medical examination and determination of that fact. The original version of this question may have a typo. However, the core procedure it describes falls squarely within Section 329.

Quick Tip

For the procedure regarding accused persons of unsound mind in CrPC, remember the two key stages: - Section 328: At the inquiry stage (before a Magistrate). - Section 329: At the trial stage (before a Court of Session or Magistrate). These sections outline the steps from initial suspicion of unsoundness to medical examination and postponement of proceedings.

82. What are the remedies open to the party aggrieved in a suit on contracts?

- (A) Specific performance and injunction
- (B) Specific performance and damages
- (C) Specific performance only
- (D) All the above

Correct Answer: (B) Specific performance and damages

Solution:

Step 1: Understanding the Concept:

When a contract is breached, the aggrieved party has several legal remedies available. These remedies can be broadly classified into those available under the Indian Contract Act, 1872 (like damages) and those available under the Specific Relief Act, 1963 (like specific performance and injunction).

Step 2: Detailed Explanation:

The primary remedies for breach of contract are:

1. **Damages (Compensation):** This is the most common remedy, governed by Sections 73 and 74 of the Indian Contract Act. The goal is to compensate the aggrieved party for the loss suffered due to the breach.
2. **Specific Performance:** This is an equitable remedy, governed by the Specific Relief Act, 1963. The court directs the breaching party to perform the promise they had made in the contract. This is typically granted when damages are not an adequate remedy (e.g., contracts for the sale of a unique property).
3. **Injunction:** This is another remedy under the Specific Relief Act. It is a court order restraining a person from doing a particular act (prohibitory injunction) or compelling them to do a particular act (mandatory injunction). It is often used to prevent a breach of a negative

stipulation in a contract.

The question asks for the remedies open to the party. An aggrieved party can sue for specific performance of the contract. Under **Section 21 of the Specific Relief Act**, the plaintiff may also claim compensation for the breach, either *in addition to*, or *in substitution of*, such performance.

This means a court can grant **both specific performance and damages** (e.g., specific performance of the sale of a house, plus damages for the delay). Or it can refuse specific performance but still award damages.

An injunction (A) is also a remedy, but "specific performance and damages" (B) represents a more direct and commonly paired set of primary remedies for enforcing a positive obligation under a contract. Given the options, (B) is a very strong and common combination of remedies. Option (D) could also be argued if injunction is seen as a distinct remedy, but the pairing of specific performance and damages under Section 21 is a specific statutory provision making (B) a highly accurate answer. In many competitive exams, where there might be overlapping options, the most specifically provided legal combination is preferred.

Quick Tip

Remember the key remedies for breach of contract: - Damages (under Contract Act) - The general rule. - Specific Performance (under Specific Relief Act) - The exception, when damages are not adequate. - Injunction (under Specific Relief Act) - To prevent a breach. Crucially, under S.21 of the Specific Relief Act, damages can be awarded in addition to or in substitution of specific performance.

83. 'A' resides at Delhi, and 'B' at Agra. B borrows Rs.20,000/- from A at Benares and passes a promissory note to A payable at Benares. B fails to repay the loan. A may sue B at

- (A) Benares or Agra
- (B) Benares only
- (C) Agra only
- (D) Benares, Agra and Delhi.

Correct Answer: (A) Benares or Agra

Solution:

Step 1: Understanding the Concept:

This question deals with the rules of territorial jurisdiction of civil courts, as laid down in the Code of Civil Procedure, 1908 (CPC). Specifically, it pertains to the place of suing for a suit based on a contract.

Step 2: Key Formula or Approach:

The relevant provision is **Section 20 of the CPC**, which deals with "Other suits to be instituted where defendants reside or cause of action arises." According to Section 20, a suit can be filed:

- (a) in the court within whose jurisdiction the **defendant resides** or carries on business, or personally works for gain; or
- (b) where any of the defendants reside (if there are multiple defendants), with the leave of the court; or
- (c) where the **cause of action, wholly or in part, arises**.

Step 3: Detailed Explanation:

Let's apply these rules to the given facts:

- Defendant's Residence (Rule (a)): The defendant is 'B', who resides at **Agra**. Therefore, 'A' can file the suit in Agra.
- Cause of Action (Rule (c)): The "cause of action" refers to the bundle of essential facts that the plaintiff must prove to succeed. In a contract suit, the cause of action arises at:
 - i. The place where the contract was made. (Here, the loan was taken and the promissory note was passed at **Benares**).
 - ii. The place where the contract was to be performed. (Here, the note was payable at **Benares**).
 - iii. The place where the breach occurred. (Here, the failure to repay occurred at **Benares**, where the payment was due).

Since the cause of action wholly arises in Benares, 'A' can also file the suit in Benares.

Combining the two possibilities, 'A' may sue 'B' either at **Agra** (where the defendant resides) or at **Benares** (where the cause of action arose).

The plaintiff's residence (Delhi) is irrelevant for determining territorial jurisdiction.

Quick Tip

For territorial jurisdiction under Section 20 CPC, remember the two primary tests: 1. Defendant's Location: Where does the defendant live/work? 2. Cause of Action: Where did the key events of the dispute (e.g., contract formation, breach) happen? The plaintiff's location is generally not a ground for jurisdiction.

84. The general principle of waiver that provides that failure to raise objection in the court of the first instance and at the earliest opportunity shall prevent the defendant from raising such objection at a subsequent stage and the judgment would not be vitiated on the ground of absence of territorial or pecuniary jurisdiction is reflected in which provision of Civil procedure Code

- (A) S.15
- (B) S.16
- (C) S.51
- (D) S.21

Correct Answer: (D) S.21

Solution:

Step 1: Understanding the Concept:

The question describes the legal principle that an objection to the territorial or pecuniary jurisdiction of a court must be raised at the earliest possible opportunity. If a party participates

in the proceedings without raising such an objection, they are deemed to have waived it and cannot challenge the court's decree later on this ground, unless there has been a consequent failure of justice. This principle prevents parties from taking a chance on a favourable verdict and then challenging jurisdiction if the verdict goes against them.

Step 2: Detailed Explanation:

This principle is explicitly codified in **Section 21 of the Code of Civil Procedure, 1908**. Section 21 is titled "Objections to jurisdiction".

- **Section 21(1)** deals with objections to the **place of suing** (territorial jurisdiction). It states that no objection as to the place of suing shall be allowed by any Appellate or Revisional Court unless such objection was taken in the Court of first instance at the earliest possible opportunity and in all cases where issues are settled at or before such settlement, and unless there has been a consequent failure of justice.

- **Section 21(2)** applies the same principle to objections regarding the **pecuniary jurisdiction** of the court.

- **Section 21(3)** applies it to the jurisdiction of an Executing Court.

This section embodies the principle of waiver. Objections to territorial and pecuniary jurisdiction are considered procedural and can be waived. This is different from an objection to subject-matter jurisdiction, which is a fundamental defect and cannot be waived; a decree passed by a court without subject-matter jurisdiction is a nullity.

The other sections are incorrect: S.15 deals with where suits are to be instituted, S.16 deals with suits relating to immovable property, and S.51 deals with powers of the court to enforce execution.

Quick Tip

Remember the three conditions under Section 21 CPC to successfully challenge a decree on grounds of territorial/pecuniary jurisdiction in appeal: 1. Objection must have been raised in the trial court. 2. It must have been raised at the earliest opportunity. 3. There must have been a consequent failure of justice. All three conditions must be fulfilled. This makes it very difficult to overturn a decree on these grounds.

85. Act of court can do no wrong to any person. Which concept relates to this ideology

- (A) Precept
- (B) Caveat
- (C) Restitution
- (D) Injunction

Correct Answer: (C) Restitution

Solution:

Step 1: Understanding the Concept:

The question refers to the legal maxim "**Actus curiae neminem gravabit**", which means

"An act of the court shall prejudice no one." This principle dictates that if a party suffers a loss or is placed in a disadvantageous position due to an erroneous order or action of the court, the court has a duty to correct its mistake and restore the party to the position they would have been in if the incorrect order had not been passed.

Step 2: Detailed Explanation:

Let's analyze the given options in light of this maxim:

- **(C) Restitution:** This concept is directly related to the maxim. **Section 144 of the Code of Civil Procedure, 1908**, provides for the doctrine of restitution. It allows a party who has been deprived of something (e.g., possession of property, money) due to a decree or order that is later varied or reversed in appeal or revision, to have that thing restored to them. The court that passed the original decree has an inherent duty to grant restitution to undo the wrong caused by its own erroneous act.
- **(A) Precept** (Section 46, CPC): An order issued by one court to another court to attach the property of a judgment-debtor.
- **(B) Caveat** (Section 148A, CPC): A notice given by a person to a court, requesting that they be heard before any order is passed in a suit or proceeding that might be filed against them.
- **(D) Injunction:** A judicial remedy restraining a person from beginning or continuing an action.

The ideology that the court must undo the wrong it has caused is embodied in the principle of Restitution.

Quick Tip

Associate the maxim "Actus curiae neminem gravabit" (an act of the court shall prejudice no one) directly with the concept of Restitution under Section 144 of the CPC. Restitution is the court's way of correcting its own mistakes and restoring the status quo ante.

86. Rabindra Kumar Pal @ Dara Singh v. Republic of India a famous case coming under S.30 of Evidence Act is also well known as

- (A) Graham Stains Murder case
- (B) Graham Bells Murder case
- (C) Graham Street's Murder case
- (D) Graham Stoits Murder case

Correct Answer: (A) Graham Stains Murder case

Solution:

Step 1: Understanding the Concept:

This question asks for the popular name of a famous criminal case where Rabindra Kumar Pal, also known as Dara Singh, was the main accused. The case involved the horrific murder of a foreign missionary and his two young sons. Section 30 of the Evidence Act, dealing with the confession of a co-accused, was a relevant legal point in the trial.

Step 2: Detailed Explanation:

The case of *Rabindra Kumar Pal @ Dara Singh v. Republic of India* is popularly known as the **Graham Stains Murder Case**.

Facts of the case: Graham Staines, an Australian Christian missionary, was working with leprosy patients in Odisha, India. In January 1999, he and his two sons, Philip (aged 10) and Timothy (aged 6), were sleeping in their station wagon in the village of Manoharpur when a mob led by Dara Singh attacked them and set the vehicle on fire, burning all three to death. The case drew widespread international condemnation. Dara Singh and his co-accused were tried, and the case involved complex legal issues, including the use of confessions of co-accused persons under Section 30 of the Indian Evidence Act. The trial court initially sentenced Dara Singh to death, which was later commuted to life imprisonment by the High Court, a decision that was upheld by the Supreme Court in 2011.

Quick Tip

For exams, it's very helpful to know the popular names of landmark criminal cases. For instance: - Nanavati Case: On grave and sudden provocation. - Jessica Lal Case: On trial by media and witness protection. - Priyadarshini Mattoo Case: On challenges in prosecuting influential accused. - Graham Stains Case: On religious extremism and the use of co-accused confessions.

87. Statement by a person who is dead is a relevant fact under ———- of the Indian Evidence Act

- (A) S.32(3)
- (B) S.32(4)
- (C) S.32(5)
- (D) S.32(6)

Correct Answer: The question appears incomplete, but all options fall under S.32, which deals with statements by persons who cannot be called as witnesses.

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

Section 32 of the Indian Evidence Act, 1872, is a significant exception to the general rule against hearsay evidence. It makes certain statements made by persons who are dead, cannot be found, have become incapable of giving evidence, or whose attendance cannot be procured without unreasonable delay or expense, relevant and admissible in evidence. The question is incomplete as it does not specify the type of statement, but we can analyze the provided options.

Step 2: Detailed Explanation:

Section 32 has eight clauses, each dealing with a different type of statement. Let's look at the clauses mentioned in the options:

- **Section 32(1)** (Dying Declaration): Statement as to the cause of one's own death. This is the most famous clause.
- **Section 32(2)** (Statements in the ordinary course of business): e.g., an entry in a ledger

made by a deceased accountant.

- **Section 32(3)**: Statement which is **against the pecuniary or proprietary interest** of the maker, or which would expose him to a criminal prosecution or a suit for damages. E.g., a statement by a deceased person acknowledging that he owes money to someone.
- **Section 32(4)**: Statement which 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.
- **Section 32(5)**: Statement which relates to the existence of any **relationship by blood, marriage or adoption** between persons, made by a person with special knowledge and before the question in dispute was raised.
- **Section 32(6)**: Statement relating to the existence of any **relationship by blood, marriage or adoption** made in any will or deed relating to the affairs of the family, or upon any tombstone, family portrait, etc.
- Section 32(7): Statement in a will or deed relating to a transaction mentioned in Section 13(a).
- Section 32(8): Statement by several persons expressing feelings relevant to the matter in question.

All the given options, (A) S.32(3), (B) S.32(4), (C) S.32(5), and (D) S.32(6), describe situations where a statement by a deceased person is relevant. Without the specific type of statement being mentioned in the question, it's impossible to pick one correct option. The question is flawed. However, all of them fall under the general principle that a statement by a dead person can be a relevant fact under Section 32.

Quick Tip

For Section 32 of the Evidence Act, it is crucial to remember the different categories of admissible statements. The most important ones for exams are: - 32(1): Dying Declaration - 32(2): Course of Business - 32(3): Against Interest - 32(5) & (6): Pedigree/Relationship matters

88. A Charge Sheet filed under S.173 of Cr.P.C is an example of

- (A) Public document
- (B) Private document
- (C) Patent document
- (D) Latent document

Correct Answer: (A) Public document

Solution:

Step 1: Understanding the Concept:

The Indian Evidence Act, 1872, classifies documents into two types: public documents and private documents. This classification is important because the rules for proving them in court are different. For example, a certified copy can be used to prove a public document.

Step 2: Detailed Explanation:

Section 74 of the Indian Evidence Act, 1872, defines "Public documents". It states that

the following are public documents:

- (1) Documents forming the acts or records of the acts—
 - (i) of the sovereign authority,
 - (ii) of official bodies and tribunals, and
 - (iii) of **public officers, legislative, judicial and executive**, of any part of India or of the Commonwealth, or of a foreign country;
- (2) Public records kept in any State of private documents.

A charge sheet (also known as the police report or final report) is a document prepared by a public officer (the investigating police officer) in the discharge of their official duty under the provisions of the Code of Criminal Procedure (specifically Section 173). It is a record of the acts of a public officer during the investigation and is filed before a judicial body (the court). Therefore, a charge sheet squarely falls within the definition of a **public document** under Section 74(1)(iii). This means an accused person is entitled to get a copy of the charge sheet and the documents relied upon by the prosecution.

Quick Tip

As a rule of thumb, any document created by a public servant in their official capacity is a public document. Examples include FIRs, charge sheets, judgments and decrees of courts, land records (like a Record of Rights), and birth/death certificates. All other documents (like a private will, a sale deed between two individuals, or a personal letter) are private documents.

89. Procedure of investigation of criminal cases under the Criminal Procedure Code is contained in Chapter

- (A) XI
- (B) XII
- (C) X
- (D) IX

Correct Answer: (B) XII

Solution:

Step 1: Understanding the Concept:

The Code of Criminal Procedure, 1973 (CrPC) is systematically organized into chapters, each dealing with a specific stage or aspect of the criminal justice process. The process broadly follows the sequence of Information -> Investigation -> Inquiry -> Trial.

Step 2: Detailed Explanation:

Let's look at the structure of the CrPC regarding the initial stages of a criminal case:

- Chapter XII of the CrPC is titled "**INFORMATION TO THE POLICE AND THEIR POWERS TO INVESTIGATE**".

This chapter contains the foundational procedures for investigation. It runs from Section 154 to Section 176. Key sections within this chapter include:

- S. 154: Information in cognizable cases (the FIR).
- S. 156: Police officer's power to investigate cognizable cases.
- S. 161: Examination of witnesses by police.
- S. 164: Recording of confessions and statements.
- S. 167: Procedure when investigation cannot be completed in 24 hours (Remand).
- S. 173: Report of police officer on completion of investigation (the Charge Sheet).

Therefore, the procedure for investigation is contained in Chapter XII.

Quick Tip

It is extremely useful to have a mental map of the CrPC chapters. Remember the sequence: - Chapter V: Arrest of Persons (Ss. 41-60A). - Chapter VI: Processes to Compel Appearance (Ss. 61-90). - Chapter XII: Information and Investigation (Ss. 154-176). - Chapter XV: Complaints to Magistrates (Ss. 200-203). - Chapter XVI: Commencement of Proceedings (Ss. 204-210). - Chapter XVIII: Trial before a Court of Session. - Chapter XIX: Trial of Warrant Cases by Magistrates. - Chapter XX: Trial of Summons Cases by Magistrates.

90. Frost v. Knight is a leading case on

- (A) S.32
- (B) S.33
- (C) S.34
- (D) S.39

Correct Answer: The question likely intends to ask about the Indian Contract Act, not the Evidence Act, and the correct section would be S.39.

Solution:

Step 1: Understanding the Concept:

The case of *Frost v. Knight* is a landmark English case on the concept of **anticipatory breach of contract**. An anticipatory breach occurs when one party to a contract repudiates their obligations before the time for performance has arrived. The question is which section of the Indian Contract Act, 1872, deals with this concept. The options provided (S.32-S.35) seem to be from the Evidence Act, which is incorrect. The most relevant section in the Indian Contract Act is Section 39. Let's assume there is a typo in the options.

Step 2: Detailed Explanation:

- **Frost v. Knight (1872):** In this case, the defendant promised to marry the plaintiff upon the death of his father. While his father was still alive, the defendant broke off the engagement. The plaintiff sued for breach of contract immediately, without waiting for the father's death. The court held that the defendant's express repudiation of the contract before the performance was due constituted an actionable breach. The plaintiff was entitled to sue immediately and did not have to wait until the time for performance arrived.
- This principle is embodied in **Section 39 of the Indian Contract Act, 1872**, titled "Effect

of refusal of party to perform promise wholly.” It states: ”When a party to a contract has refused to perform, or disabled himself from performing, his promise in its entirety, the promisee may put an end to the contract, unless he has signified, by words or conduct, his acquiescence in its continuance.”

This section allows the innocent party (the promisee) to treat the contract as rescinded and sue for damages immediately upon the anticipatory repudiation by the other party.

The options provided (S.32-S.35) refer to the Evidence Act sections on relevance of statements, which are unrelated to breach of contract. Given the fame of *Frost v. Knight* in relation to anticipatory breach, the question is almost certainly about Section 39 of the Contract Act.

Quick Tip

For breach of contract, remember the two types: 1. Actual Breach: Failure to perform on the due date. 2. Anticipatory Breach: Repudiation of the contract before the due date. The leading cases are *Hochester v. De La Tour* and *Frost v. Knight*. The relevant section in the Indian Contract Act is S. 39. The innocent party has two options: accept the repudiation and sue immediately, or keep the contract alive and wait for the performance date.

91. Which among the following is a law based on equity?

- (A) Indian Contract Act, 1872
- (B) Indian Penal Code, 1860
- (C) Indian Partnership Act, 1932
- (D) Specific Relief Act, 1963

Correct Answer: (D) Specific Relief Act, 1963

Solution:

Step 1: Understanding the Concept:

In common law systems, law is historically derived from two main sources: common law and equity. Common law provided rigid remedies, primarily monetary damages. Equity developed to supplement the common law and provide remedies in cases where damages were inadequate. Equitable remedies are based on principles of fairness, justice, and good conscience. They are often discretionary.

Step 2: Detailed Explanation:

Let's analyze the options:

- **(A) Indian Contract Act, 1872:** This Act primarily codifies the common law rules of contract. The main remedy it provides is damages (compensation) under Section 73, which is a common law remedy.
- **(B) Indian Penal Code, 1860:** This is a code of substantive criminal law. It is based on statutory provisions, not principles of equity.
- **(C) Indian Partnership Act, 1932:** This Act codifies the law relating to partnership firms, largely based on common law and commercial customs.
- **(D) Specific Relief Act, 1963:** This Act is the quintessential example of a law based on

equity. It provides for remedies that were historically developed by the Courts of Chancery in England. These include:

- **Specific Performance** of a contract (forcing a party to perform their promise).
- **Injunction** (an order to do or refrain from doing an act).
- Rectification and Cancellation of instruments.
- **Declaratory Decrees**.

These remedies are not available as a matter of right but are granted at the discretion of the court based on equitable principles. Therefore, the Specific Relief Act is fundamentally a law based on equity.

Quick Tip

Associate the Specific Relief Act directly with Equity. Its remedies (specific performance, injunction) are the classic "equitable remedies" designed to provide justice when the standard common law remedy of monetary damages is insufficient.

92. Which section of the Specific Relief Act, describes temporary Injunction

- (A) 45
- (B) 41
- (C) 37
- (D) 36

Correct Answer: (C) 37

Solution:

Step 1: Understanding the Concept:

Injunctions are a type of specific relief where a court orders a party to either do something (mandatory injunction) or refrain from doing something (prohibitory injunction). They are categorized based on their duration into temporary (or interlocutory) and perpetual (or permanent) injunctions.

Step 2: Detailed Explanation:

Part III of the Specific Relief Act, 1963, deals with "Preventive Relief". Chapter VII under this part is about Injunctions Generally.

- **Section 36:** States that preventive relief is granted at the discretion of the court by injunction, temporary or perpetual.
- **Section 37:** This section specifically describes the two types of injunctions.
- **Section 37(1):** "**Temporary injunctions** are such as are to continue until a specified time, or until the further order of the court, and they may be granted at any stage of a suit, and are regulated by the **Code of Civil Procedure, 1908**."
- **Section 37(2):** "A perpetual injunction can only be granted by the decree made at the hearing and upon the merits of the suit; the defendant is thereby perpetually enjoined from the assertion of a right, or from the commission of an act, which would be contrary to the rights of the plaintiff."

- Section 41 lists the grounds when an injunction cannot be granted.
Therefore, Section 37 is the provision that describes and differentiates between temporary and perpetual injunctions.

Quick Tip

For injunctions under the Specific Relief Act: - S. 36: Injunctions are discretionary. - S. 37: Defines Temporary (regulated by CPC) and Perpetual injunctions. - S. 38: When perpetual injunction is granted. - S. 41: When injunction cannot be granted (Negative list). Remember that the procedure for getting a temporary injunction is found in Order XXXIX of the CPC.

93. The maintenance amount which can be transferred is—

- (A) Future maintenance
- (B) Right to future maintenance
- (C) Arrears of maintenance up to a certain date
- (D) None of the above

Correct Answer: (C) Arrears of maintenance up to a certain date

Solution:

Step 1: Understanding the Concept:

The Transfer of Property Act, 1882, under Section 6, lists the types of property that cannot be transferred. This question pertains to the transferability of a right to maintenance.

Step 2: Detailed Explanation:

Section 6(dd) of the Transfer of Property Act, 1882, states:

“A **right to future maintenance**, in whatsoever manner arising, secured or determined, cannot be transferred.”

The law makes a clear distinction between:

1. **A right to future maintenance:** This is a personal right, given to a person for their personal benefit and sustenance. It is uncertain and contingent upon the person being alive and needing maintenance in the future. This right is considered inalienable and cannot be sold, assigned, or attached in a court decree. This makes options (A) and (B) incorrect.
2. **Arrears of maintenance:** This refers to maintenance payments that have already become due and payable but have not been paid. Once the maintenance amount has become due, it crystallizes into a debt. It is no longer a 'right to future maintenance' but a specific sum of money owed to the person. This debt can be transferred, assigned, or attached just like any other monetary debt.

Therefore, the amount of maintenance that can be transferred is the arrears of maintenance that have already accrued.

Quick Tip

Remember the general principle in Section 6 of the TPA: most property is transferable. Focus on memorizing the exceptions listed in S.6, such as spec successionis (chance of an heir-apparent), right of re-entry, easements, restricted interests, and, importantly, the right to future maintenance (S.6(dd)). A debt, however, is transferable.

94. The maximum period during which property can be tied up is

- (A) Only 15 years
- (B) One or more life or lives in being at the date of transfer and the minority of an unborn person
- (C) During the lifetime of the transferor and the minority period of an unborn person
- (D) None of the above.

Correct Answer: (B) One or more life or lives in being at the date of transfer and the minority of an unborn person

Solution:

Step 1: Understanding the Concept:

This question relates to the "Rule against perpetuity". This is a legal rule that prevents a property owner from controlling the disposition of their property for an indefinite period after their death. The law favours the free circulation of property and disfavors tying it up for generations. This rule is codified in the Transfer of Property Act, 1882.

Step 2: Detailed Explanation:

Section 14 of the Transfer of Property Act, 1882, lays down the Rule against perpetuity. It states:

"No transfer of property can operate to create an interest which is to take effect after the **life-time of one or more persons living at the date of such transfer**, and the **minority** of some person who shall be in existence at the expiration of that period, and to whom, if he attains full age, the interest created is to belong."

Let's break this down:

- A transfer can create a prior life interest in favour of any number of living persons ('life or lives in being').
- The ultimate vesting of the property in the final beneficiary must happen, at the latest, when that beneficiary (who must have been born before the last life interest holder dies) attains the age of majority (18 years).

So, the maximum period for which the vesting of property can be postponed (i.e., tied up) is: **Perpetuity Period = Life of the last life interest holder(s) + Gestation period (if the ultimate beneficiary is in the womb) + Minority period of the ultimate beneficiary.**

Option (B) "One or more life or lives in being at the date of transfer and the minority of an unborn person" accurately captures the essence of this rule.

Quick Tip

To simplify the Rule against Perpetuity (S.14 TPA), remember the formula for the maximum period you can postpone vesting: $\text{Max Period} = \text{Life in Being} + \text{Minority of the Ultimate Beneficiary}$. The ultimate beneficiary must come into existence before the death of the last person holding the prior life interest.

95. Whoever causes bodily pain, disease or infirmity to any person is said to have inflicted..... on the victim

- (A) Grievous hurt
- (B) Hurt
- (C) Assault
- (D) None of the above

Correct Answer: (B) Hurt

Solution:

Step 1: Understanding the Concept:

This question asks for the legal term for causing bodily pain, disease, or infirmity, as defined in the Indian Penal Code, 1860 (IPC). The IPC distinguishes between different levels of physical offenses against the human body.

Step 2: Detailed Explanation:

Let's look at the relevant definitions in the IPC:

- **Section 319 (Hurt):** "Whoever causes **bodily pain, disease or infirmity** to any person is said to cause hurt." The wording in the question is a direct quote from this definition. Any physical pain, no matter how slight, can constitute hurt.

- **Section 320 (Grievous Hurt):** This section lists eight specific kinds of hurt that are designated as "grievous". These are much more serious injuries, such as emasculation, permanent privation of the sight of either eye, permanent disfiguration of the head or face, or fracture of a bone. To be grievous hurt, the injury must fall into one of these eight categories.

- **Section 351 (Assault):** Assault is not the actual infliction of harm, but the creation of an apprehension of harm. It is making any gesture or preparation intending or knowing it to be likely that such gesture or preparation will cause any person present to apprehend that he who makes it is about to use criminal force to that person.

Since the question's text directly matches the definition in Section 319, the correct answer is "Hurt".

Quick Tip

Remember the distinction between Assault, Hurt, and Grievous Hurt: - Assault (S.351): Threat/apprehension of force. No physical contact is necessary. - Hurt (S.319): Actual causation of bodily pain, disease, or infirmity. This is the basic level of physical injury. - Grievous Hurt (S.320): Specific, severe types of hurt listed in the eight clauses of the section.

96. Personation at Election is an offence under S. — of the Indian Penal Code

- (A) 124 A
- (B) 121 A
- (C) 153 B
- (D) 171 D

Correct Answer: (D) 171 D

Solution:

Step 1: Understanding the Concept:

The Indian Penal Code, 1860 (IPC) contains a specific chapter dealing with offenses related to elections. The question asks for the specific section that penalizes the act of 'personation' at an election.

Step 2: Detailed Explanation:

Chapter IX-A of the IPC, titled "Of Offences Relating to Elections," covers various electoral malpractices. Let's analyze the relevant section and the other options:

- **Section 171D:** This section is titled "**Personation at elections**". It defines the offense as applying for a voting paper or voting in the name of any other person (whether living or dead), or in a fictitious name, or having voted once, applies again to vote at the same election. This directly corresponds to the offense mentioned in the question. The punishment for this offense is provided under Section 171F.
- **Section 124A:** This section defines and punishes the offense of Sedition.
- **Section 121A:** This section deals with the conspiracy to commit offenses punishable under Section 121 (waging war against the Government of India).
- **Section 153B:** This section deals with imputations and assertions that are prejudicial to national integration.

Therefore, the correct provision for the offense of personation at an election is Section 171D.

Quick Tip

Chapter IX-A (Sections 171A to 171I) of the IPC is dedicated to election offenses. It's useful to remember the key offenses: Bribery (171B), Undue influence (171C), and Personation (171D).

97. Raman having found a key of Raju's house which Raju had lost, commits house trespass by entering Raju's house after opening the door with that key. Raman has committed the offence of

- (A) House trespass
- (B) Criminal trespass
- (C) House breaking
- (D) None of these

Correct Answer: (C) House breaking

Solution:

Step 1: Understanding the Concept:

This question requires an understanding of the distinction between criminal trespass, house-trespass, and the aggravated form, house-breaking, as defined under the Indian Penal Code. House-breaking is not a separate offense but a specific manner of committing house-trespass.

Step 2: Detailed Explanation:

Let's analyze the offenses in sequence:

1. **Criminal Trespass (S. 441 IPC):** Entering property in the possession of another with criminal intent. Raman's entry into Raju's house constitutes criminal trespass.
2. **House-Trespass (S. 442 IPC):** Committing criminal trespass by entering a building used as a human dwelling. Since Raju's house is a dwelling, Raman has committed house-trespass.
3. **House-Breaking (S. 445 IPC):** This section states that a person commits "house-breaking" if he commits house-trespass by entering the house in any of six specified ways. The sixth way described in Section 445 is: "If he enters or quits by opening any **lock** in order to the committing of the house-trespass, or in order to the quitting of the house after a house-trespass."

In the given scenario, Raman entered Raju's house by "opening the door with that key." A key is used to open a lock. By using the key to open the lock and enter, Raman's act of house-trespass falls under the specific aggravated form described in the sixth clause of Section 445. Therefore, while Raman has committed house-trespass, the specific manner of his entry elevates the offense to house-breaking. When a more specific and aggravated offense is committed, it should be identified as such.

Quick Tip

Remember that house-breaking is an aggravated form of house-trespass. Always check if the entry or exit described in the problem falls into one of the six categories listed in Section 445 of the IPC. These include entry through an unusual passage, opening a lock, using criminal force, or climbing over a wall.

98. ————— defined crime as "a violation of public rights and duties due to the whole community considered as community."

- (A) Blackstone

- (B) Justice Bhagwati
- (C) V.R.Krishna Iyer
- (D) Lord Heward

Correct Answer: (A) Blackstone

Solution:

Step 1: Understanding the Concept:

This question asks to identify the jurist who provided a classic definition of crime from a public law perspective, emphasizing that crime is a wrong against the community as a whole, not just an individual.

Step 2: Detailed Explanation:

The definition "a violation of public rights and duties due to the whole community considered as community" is famously attributed to Sir **William Blackstone**, the 18th-century English jurist.

In his seminal work, "Commentaries on the Laws of England," Blackstone distinguished between private wrongs (torts) and public wrongs (crimes). He defined crime as "an act committed, or omitted, in violation of a public law, either forbidding or commanding it." He further explained that criminal wrongs are a breach and violation of public rights and duties, which affect the whole community.

This definition highlights the essential nature of crime as a public wrong, which is why the state, and not the private individual, prosecutes the offender.

The other individuals listed are renowned judges but are not the originators of this foundational definition of crime.

Quick Tip

For jurisprudence, associate key thinkers with their core ideas or definitions. Blackstone's definition of crime as a 'public wrong' is fundamental to understanding the distinction between criminal law and civil law (torts).

99. Who among the following is not a 'public servant'?

- (A) A Liquidator
- (B) A Civil Judge
- (C) Secretary of a Co-operative Society
- (D) None of these

Correct Answer: (C) Secretary of a Co-operative Society

Solution:

Step 1: Understanding the Concept:

The term 'public servant' is defined exhaustively in Section 21 of the Indian Penal Code, 1860. The question requires identifying which of the given options does not fall within the ambit of

this definition.

Step 2: Detailed Explanation:

Let's examine each option against the clauses of Section 21, IPC:

- **(A) A Liquidator:** The Fourth clause of Section 21 includes "Every... officer of a Court of Justice... whose duty it is, as such officer, to... take, keep or expend any property...". A liquidator appointed by a court or a tribunal (like the NCLT) is considered an officer of the court and hence, a public servant.

- **(B) A Civil Judge:** The Fourth clause of Section 21 explicitly includes "Every Judge...". Therefore, a Civil Judge is a public servant.

- **(C) Secretary of a Co-operative Society:** This is the crucial point. A co-operative society is a body registered under the respective State Co-operative Societies Act. It is an autonomous association of persons. The Supreme Court of India in several cases, notably in *State of Maharashtra v. Laljit Rajshi Shah* and *S.S. Dhanoa v. Municipal Corporation, Delhi*, has held that an employee of a co-operative society is **not** a public servant within the meaning of Section 21 of the IPC. This is because a co-operative society is not a 'corporation established by or under a Central, Provincial or State Act' (which would fall under the Twelfth clause), but is merely a body registered under such an Act.

Therefore, the Secretary of a Co-operative Society is not a public servant under the IPC. (Note: They may be deemed public servants for the purposes of specific acts, like the Prevention of Corruption Act, under certain circumstances, but not under the general definition in the IPC).

Quick Tip

Remember that the definition of "public servant" in Section 21 of the IPC is very specific. A key point of contention and a frequent exam question is the status of employees of co-operative societies. The general rule established by the Supreme Court is that they are not public servants under the IPC.

100. The Sampoorna Grameen Rozgar Yojana (Universal Rural Employment Programme) was launched in 2001 and was implemented through

- (A) Labour offices
- (B) Government
- (C) Panchayati Raj Institutions
- (D) All the above

Correct Answer: (C) Panchayati Raj Institutions

Solution:

Step 1: Understanding the Concept:

The Sampoorna Grameen Rozgar Yojana (SGRY) was a major rural development scheme launched by the Government of India. The question asks about the primary agency responsible for its implementation at the ground level.

Step 2: Detailed Explanation:

The Sampoorna Grameen Rozgar Yojana (SGRY) was launched on 25 September 2001 by merging two ongoing schemes: the Employment Assurance Scheme (EAS) and the Jawahar Gram Samridhi Yojana (JGSY).

The main objectives of the scheme were to provide additional wage employment in rural areas, create durable community assets, and ensure food security.

A key feature of the SGRY was its decentralized implementation. The programme was implemented through the **Panchayati Raj Institutions (PRIs)**. The resources (both cash and food grains) were distributed among the three tiers of PRIs: the Zila Parishads (District level), Panchayat Samitis (Block level), and Village Panchayats (Village level). These bodies were responsible for planning, executing, and monitoring the works under the scheme.

While the scheme was launched by the central Government (B) and involved various departments, the direct implementing agencies were the PRIs. Therefore, (C) is the most accurate answer. (Later, in 2006, the SGRY was subsumed into the National Rural Employment Guarantee Act - NREGA, now MGNREGA, which also relies heavily on PRIs for implementation).

Quick Tip

For questions about rural development schemes in India, especially after the 73rd Constitutional Amendment, remember that the Panchayati Raj Institutions (PRIs) are almost always the key implementing agencies at the local level. This reflects the principle of democratic decentralization.