

AIBE Sample Paper – 6

All India Bar Examination XXI

Duration: 210 Minutes

Maximum Marks: 100

Instructions

- This paper contains **100** Multiple Choice Questions covering 19 legal subjects, grouped into five thematic Parts: **A** – Constitutional & Public Law (Q1–Q19), **B** – Criminal Law (Q20–Q45), **C** – Civil & Procedural Law (Q46–Q62), **D** – Personal & Specialised Laws (Q63–Q88), **E** – ADR & Professional Ethics (Q89–Q100).
- Each correct answer carries **+1 mark**. Wrong and unattempted answers carry **0 marks** (no negative marking).
- AIBE is an **open-book** examination. Candidates may refer to printed Bare Acts, study material, and books. Handwritten notes are strictly prohibited.
- Only **one** option is correct. Total time: 3 hours 30 minutes.

Part A: Constitutional & Public Law

- Q1.** During the Emergency the Supreme Court in *ADM Jabalpur v. Shivkant Shukla* (1976) held that the writ of habeas corpus was not maintainable while the right to move courts under Article 21 stood suspended. The constitutional amendment that subsequently ensured Articles 20 and 21 can never be suspended even during an Emergency is the:
- (A) 42nd Amendment
(B) 44th Amendment
(C) 38th Amendment
(D) 24th Amendment
- Q2.** The writ that lies to secure the release of a person who has been unlawfully detained, and which may be issued even against a private individual who keeps another in illegal custody, is the writ of:



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

Q3. For the writ of mandamus to issue, the applicant must ordinarily establish a legal right and a corresponding public duty owed by the authority. Mandamus will generally NOT lie to:

- (A) Compel a public authority to perform a statutory duty
- (B) Enforce the performance of a purely discretionary or contractual obligation having no public-law element
- (C) Direct a tribunal to exercise a jurisdiction it has wrongly refused
- (D) Compel a statutory corporation to act in accordance with the governing statute

Q4. A writ that is issued to a person holding a public office, calling upon him to show by what authority he claims to hold that office, and which can be sought even by a stranger having no personal interest, is the writ of:

- (A) Quo warranto
- (B) Mandamus
- (C) Prohibition
- (D) Habeas corpus

Q5. Regarding the distinction between prohibition and certiorari, which statement is correct?

- (A) Both are issued only after the proceedings before the inferior tribunal are concluded
- (B) Prohibition is issued while the proceedings are pending to forbid the tribunal from continuing, whereas certiorari is issued to quash an order already passed



- (C) Prohibition quashes a completed order while certiorari merely forbids future action
- (D) Both lie exclusively against private individuals

Q6. In *S. P. Gupta v. Union of India* (1981), popularly called the Judges' Transfer case, the Supreme Court made a landmark contribution to public interest litigation principally by:

- (A) Abolishing the requirement of a written petition altogether
- (B) Holding that res judicata can never apply to constitutional matters
- (C) Relaxing the rule of locus standi, permitting any public-spirited person to approach the Court on behalf of those unable to do so
- (D) Making the doctrine of laches inapplicable to all writ petitions

Q7. The principle that the right to a speedy trial is implicit in the guarantee of life and personal liberty under Article 21, and that undertrial prisoners detained beyond the maximum sentence are entitled to release, was laid down in:

- (A) *Hussainara Khatoon v. State of Bihar*
- (B) *Sunil Batra v. Delhi Administration*
- (C) *Bandhua Mukti Morcha v. Union of India*
- (D) *Sheela Barse v. State of Maharashtra*

Q8. In *Olga Tellis v. Bombay Municipal Corporation* (1985), the Supreme Court held that the right to life under Article 21:

- (A) Confers an absolute right on pavement dwellers never to be evicted
- (B) Includes a right to free housing to be provided by the State
- (C) Includes a right to compensation for every eviction carried out
- (D) Includes the right to livelihood, since deprivation of the means of livelihood would amount to deprivation of life



- Q9.** Article 23 of the Constitution prohibits traffic in human beings and forced labour. In *People's Union for Democratic Rights v. Union of India* (1982), the Supreme Court held that the expression "forced labour" in Article 23 includes:
- (A) Only labour extracted by physical force
 - (B) Only bonded labour arising out of an antecedent debt
 - (C) Labour or service rendered for remuneration which is less than the statutory minimum wage
 - (D) Voluntary unpaid social service rendered out of free will
- Q10.** Article 24 of the Constitution contains an absolute prohibition. It provides that no child below the age of fourteen years shall be employed to work in:
- (A) Any factory, mine or other hazardous employment
 - (B) Any occupation whatsoever including domestic work
 - (C) Agriculture and family enterprises only
 - (D) Mines alone and not factories
- Q11.** When a legislature, lacking competence to enact a law directly on a subject, attempts to achieve the same result indirectly by disguising the true nature of the legislation, the law may be struck down under the doctrine of:
- (A) Pith and substance
 - (B) Colourable legislation
 - (C) Territorial nexus
 - (D) Repugnancy
- Q12.** Where a law enacted by a legislature falls in substance within its competence but incidentally trenches upon a field assigned to another legislature, the law is upheld by applying the doctrine of:



- (A) Colourable legislation
- (B) Eclipse
- (C) Pith and substance
- (D) Severability

Q13. A State legislature may make a law with extra-territorial operation provided there exists a sufficient connection between the State and the object sought to be taxed or regulated. This proposition is the doctrine of:

- (A) Occupied field
- (B) Harmonious construction
- (C) Implied powers
- (D) Territorial nexus

Q14. A provision in a parent statute that authorises the executive to make rules which may amend or modify the parent Act itself, thereby conferring an unusually wide power of delegated legislation, is commonly described as a:

- (A) Henry VIII clause
- (B) Sunset clause
- (C) Saving clause
- (D) Non-obstante clause

Q15. Where a statute confers rule-making power on a delegate, that delegate cannot ordinarily transfer that power to a further authority unless the parent statute expressly or by necessary implication permits it. This limitation is expressed by the maxim:

- (A) *Delegatus non potest delegare*
- (B) *Res ipsa loquitur*
- (C) *Volenti non fit injuria*



(D) *Ubi jus ibi remedium*

Q16. Under the doctrine of proportionality, applied by courts while reviewing administrative or executive action restricting a right, the court principally examines whether:

- (A) The decision-maker followed the correct procedure only
- (B) The authority acted in good faith regardless of the means used
- (C) The action was supported by an alternative statutory remedy
- (D) The measure adopted is no more restrictive than necessary and the restriction is balanced against the object sought to be achieved

Q17. The writ of certiorari and the writ of prohibition are both issued to control inferior courts and tribunals. The principal ground common to both writs is that the inferior tribunal has acted:

- (A) Only with a mala fide intention
- (B) Without any delay in disposal
- (C) With excess of jurisdiction or in violation of the principles of natural justice
- (D) Strictly within the limits of its jurisdiction

Q18. The progressive interpretation of Article 21 to include the right of a terminally ill person to die with dignity, recognising passive euthanasia and advance directives subject to safeguards, was authoritatively settled in:

- (A) *Gian Kaur v. State of Punjab*
- (B) *Common Cause v. Union of India* (2018)
- (C) *P. Rathinam v. Union of India*
- (D) *Aruna Shanbaug v. Union of India* (2011)

Q19. The recognition that the right to health and timely medical care is an integral facet of the right to life under Article 21, and that a government



hospital cannot deny emergency treatment to an injured person, was emphasised by the Supreme Court in:

- (A) *Consumer Education & Research Centre v. Union of India*
- (B) *Parmanand Katara v. Union of India*
- (C) *State of Punjab v. Mohinder Singh Chawla*
- (D) *Paschim Banga Khet Mazdoor Samity v. State of West Bengal*

Part B: Criminal Law

- Q20.** Five or more persons gather with the common object of forcibly resisting the execution of law. The minimum number of persons required to constitute an “unlawful assembly,” and the section that defines it, are:
- (A) Five or more persons, s.141 IPC
 - (B) Three or more persons, s.141 IPC
 - (C) Two or more persons, s.34 IPC
 - (D) Seven or more persons, s.141 IPC
- Q21.** An assembly of five lawfully gathered persons later forms the common object of attacking the village headman. The assembly that was lawful when it gathered may become an unlawful assembly. The provision recognising this is:
- (A) Section 142 IPC (being a member of an unlawful assembly)
 - (B) Explanation to s.141 IPC
 - (C) Section 34 IPC
 - (D) Section 149 IPC
- Q22.** During a riot, one member of an unlawful assembly commits an offence in prosecution of the common object of that assembly. Under s.149 IPC every other member who shares that common object is:
- (A) Liable only if he personally caused the injury
 - (B) Liable only for being present at the scene



- (C) Guilty of the same offence as if he alone had committed it
- (D) Not liable unless a prior agreement is proved

Q23. Which statement correctly distinguishes “common object” under s.149 IPC from “common intention” under s.34 IPC?

- (A) Both require a prior meeting of minds and an equal number of participants
- (B) Section 34 is itself a substantive offence, while s.149 merely creates a rule of evidence
- (C) Section 34 requires a prior concert and shared intention among the participants and is only a rule of constructive liability, whereas s.149 needs no prior agreement and fastens liability on every member of an unlawful assembly of five or more who shares its common object
- (D) Common object requires only two persons, common intention requires five

Q24. When force or violence is used by an unlawful assembly, or by any member of it, in prosecution of the common object, the offence committed by the assembly is:

- (A) Affray under s.159 IPC
- (B) Rioting under s.146 IPC
- (C) Criminal conspiracy under s.120A IPC
- (D) Wrongful restraint under s.339 IPC

Q25. A is a member of an unlawful assembly that commits rioting; he himself is armed with a deadly weapon, namely a sword, likely to cause death. The aggravated form of rioting and its punishing section are:

- (A) Rioting simpliciter, s.147 IPC
- (B) Affray, s.160 IPC
- (C) Unlawful assembly, s.143 IPC



(D) Rioting armed with a deadly weapon, s.148 IPC

Q26. A assaults B, a woman, intending to outrage her modesty. The offence of assault or criminal force to a woman with intent to outrage her modesty is punishable under:

- (A) Section 354 IPC
- (B) Section 509 IPC
- (C) Section 350 IPC
- (D) Section 339 IPC

Q27. A man makes physically explicit sexual overtures and demands sexual favours from a female colleague at the workplace. The specific offence of sexual harassment, inserted by the Criminal Law (Amendment) Act, 2013, is contained in:

- (A) Section 354 IPC
- (B) Section 354A IPC
- (C) Section 354C IPC
- (D) Section 509 IPC

Q28. Match the offence with the correct section inserted by the Criminal Law (Amendment) Act, 2013: assault or use of criminal force with intent to disrobe a woman, voyeurism, and stalking are respectively dealt with under:

- (A) ss.354A, 354B and 354C IPC
- (B) ss.354, 354A and 354B IPC
- (C) ss.354B, 354C and 354D IPC
- (D) ss.354C, 354D and 509 IPC

Q29. A husband and his relatives subject the wife to harassment to coerce her family into meeting an unlawful demand for property. The offence of



subjecting a married woman to cruelty by her husband or his relatives is punishable under:

- (A) Section 498A IPC
- (B) Section 304B IPC
- (C) Section 406 IPC
- (D) Section 354 IPC

Q30. A woman dies of burns within seven years of marriage and it is shown that, soon before her death, she was subjected by her husband to cruelty in connection with a demand for dowry. The death is to be treated as “dowry death,” an offence under:

- (A) Section 302 IPC
- (B) Section 304B IPC
- (C) Section 498A IPC
- (D) Section 306 IPC

Q31. In a trial for dowry death, where it is proved that soon before her death the woman was subjected to cruelty for dowry, the court “shall presume” that the accused caused the dowry death. This mandatory presumption is provided by:

- (A) Section 113A of the Indian Evidence Act, 1872
- (B) Section 112 of the Indian Evidence Act, 1872
- (C) Section 113B of the Indian Evidence Act, 1872
- (D) Section 114 of the Indian Evidence Act, 1872

Q32. Which statement correctly distinguishes cruelty under s.498A IPC from dowry death under s.304B IPC?

- (A) Section 498A applies only after the woman’s death, s.304B only during her life
- (B) Both require the death of the woman within seven years of marriage



- (C) Section 498A penalises cruelty (whether or not death results) and dowry need not be the only cause, whereas s.304B requires the woman's death by burns or bodily injury, otherwise than in normal circumstances, within seven years of marriage and cruelty soon before death in connection with a dowry demand
- (D) Section 304B can be invoked only if the woman survives

Q33. A receives information of the commission of a cognizable offence. The power of an officer in charge of a police station to investigate a cognizable case without the order of a Magistrate is found in:

- (A) Section 156 CrPC
- (B) Section 202 CrPC
- (C) Section 190 CrPC
- (D) Section 200 CrPC

Q34. On receiving information of a cognizable offence, the officer must, if he has reason to suspect its commission, forthwith send a report to the Magistrate and proceed to the spot to investigate. The provision requiring this report and the procedure for investigation is:

- (A) Section 154 CrPC
- (B) Section 157 CrPC
- (C) Section 161 CrPC
- (D) Section 164 CrPC

Q35. On completion of investigation, the officer in charge of a police station forwards to the Magistrate a report in the prescribed form, commonly called the "charge-sheet" or "final report." This report is filed under:

- (A) Section 161 CrPC
- (B) Section 164 CrPC
- (C) Section 190 CrPC



(D) Section 173 CrPC

Q36. A cognizable offence is committed at a place that does not fall within the local jurisdiction of the police station where the informant goes. The station must still register the FIR and then transfer it to the station having jurisdiction. Such an FIR registered irrespective of territorial jurisdiction is commonly called a:

- (A) Zero FIR
- (B) Cross FIR
- (C) Second FIR
- (D) Quash FIR

Q37. A wife, unable to maintain herself, applies for monthly maintenance from her husband who has sufficient means and neglects her. The summary remedy enabling a wife, children or parents to claim maintenance is contained in:

- (A) Section 125 CrPC
- (B) Section 482 CrPC
- (C) Section 145 CrPC
- (D) Section 156 CrPC

Q38. Under s.125 CrPC, which of the following persons is NOT entitled to claim maintenance from a person having sufficient means who neglects or refuses to maintain them?

- (A) A wife unable to maintain herself
- (B) A legitimate or illegitimate minor child unable to maintain itself
- (C) A father or mother unable to maintain themselves
- (D) A brother of full age earning his own livelihood

Q39. An order of maintenance has been passed under s.125 CrPC. On proof of a change in the circumstances of the person paying or receiving main-



tenance, the Magistrate may alter the allowance. The power to alter the maintenance order is conferred by:

- (A) Section 125(3) CrPC
- (B) Section 126 CrPC
- (C) Section 127 CrPC
- (D) Section 128 CrPC

Q40. In a civil suit, a party seeks to prove the existence of a previous judgment in order to show that a particular court had no jurisdiction to take cognizance, the judgment being one of those affecting things “in rem.” The relevancy of judgments, orders or decrees in probate, matrimonial, admiralty or insolvency jurisdiction is governed by:

- (A) Section 40 of the Indian Evidence Act, 1872
- (B) Section 43 of the Indian Evidence Act, 1872
- (C) Section 44 of the Indian Evidence Act, 1872
- (D) Section 41 of the Indian Evidence Act, 1872

Q41. In a criminal trial, the prosecution seeks to lead evidence of the accused’s bad character merely to show that he was likely to have committed the offence. Under the Indian Evidence Act, 1872, in criminal proceedings the fact that the accused has a bad character is:

- (A) Always relevant under s.52
- (B) Irrelevant under s.54, unless evidence of good character has been given, or bad character is itself a fact in issue
- (C) Relevant only under s.53A
- (D) Conclusively presumed under s.55

Q42. A, by his declaration and conduct, intentionally causes B to believe a thing to be true and to act on that belief; later A is not allowed, in a suit between himself and B, to deny the truth of that thing. This doctrine is contained in:



- (A) Section 115 of the Indian Evidence Act, 1872 (estoppel)
- (B) Section 114 of the Indian Evidence Act, 1872
- (C) Section 116 of the Indian Evidence Act, 1872
- (D) Section 117 of the Indian Evidence Act, 1872

Q43. In a murder trial only one eye-witness deposes to the occurrence, but his testimony is found wholly reliable. The court may convict on his sole testimony because s.134 of the Indian Evidence Act, 1872 lays down that:

- (A) At least two witnesses are required to prove any fact
- (B) No particular number of witnesses is required for the proof of any fact; evidence is weighed, not counted
- (C) A minimum of three witnesses is required in a murder trial
- (D) The sole witness must always be corroborated by documentary evidence

Q44. During trial a witness called by the prosecution turns against it and begins to depose untruthfully in favour of the accused. With the court's permission, the party calling such a "hostile" witness may put questions in the nature of cross-examination to him under:

- (A) Section 137 of the Indian Evidence Act, 1872
- (B) Section 138 of the Indian Evidence Act, 1872
- (C) Section 145 of the Indian Evidence Act, 1872
- (D) Section 154 of the Indian Evidence Act, 1872

Q45. The prosecution wishes to establish the general reputation and disposition of a person. Under s.55 read with the Explanation to ss.52–55 of the Indian Evidence Act, 1872, the word "character" includes:

- (A) Only the general reputation, and not disposition
- (B) Only the particular acts by which reputation is shown



- (C) Only such facts as amount to previous convictions
- (D) Both reputation and disposition, but evidence may generally be given only of general reputation and general disposition, not of particular acts

Part C: Civil & Procedural Law

- Q46.** In an application for a temporary injunction under Order XXXIX of the Code of Civil Procedure, 1908, where the court is not in a position at the first hearing to decide whether to grant or refuse the injunction and merely wishes to preserve the existing state of affairs between the parties pending adjudication, the appropriate course is to:
- (A) pass an order directing the parties to maintain status quo, after hearing the parties (an inter-partes order), so that neither party alters the position to the prejudice of the other
 - (B) dismiss the application outright for want of a clear prima facie case
 - (C) grant a permanent injunction immediately to avoid delay
 - (D) refer the dispute to arbitration before any interim relief is considered
- Q47.** Under Section 148A of the Code of Civil Procedure, 1908, a person who apprehends that an application is expected to be, or has been, made against him in any suit or proceeding instituted or about to be instituted may lodge a caveat, the principal effect of which is that:
- (A) the suit against the caveator is automatically stayed for ninety days
 - (B) the court shall not pass any interim order on such an application without first serving notice of the application on the caveator
 - (C) the caveator is treated as having admitted the plaintiff's claim
 - (D) the caveat operates as a substitute for filing a written statement
- Q48.** The inherent powers of a civil court saved by Section 151 of the Code of Civil Procedure, 1908 are to be exercised only:
- (A) in preference to, and in supersession of, the express provisions of the Code



- (B) to review and reverse the court's own decrees on merits at any time
- (C) to make such orders as may be necessary for the ends of justice or to prevent abuse of the process of the court, and not where the Code contains a specific provision governing the matter
- (D) to confer fresh substantive jurisdiction on the court where none otherwise exists

Q49. In a summary suit instituted under Order XXXVII of the Code of Civil Procedure, 1908, a defendant who has entered appearance and seeks to defend the suit must apply for leave to defend, and such leave is ordinarily to be granted where the defendant:

- (A) merely denies the claim without disclosing any facts
- (B) has already paid the entire claimed amount before suit
- (C) is a registered company rather than an individual
- (D) discloses such facts as would make it incumbent on the plaintiff to prove consideration, or otherwise raises a triable issue or a substantial defence that is not frivolous or vexatious

Q50. Where a defendant in a summary suit under Order XXXVII of the Code of Civil Procedure, 1908 discloses a defence that, though raising a triable issue, appears to the court to be intended merely to gain time or where the defence is plausible but improbable, the court may grant leave to defend:

- (A) only unconditionally, in every case where any issue is raised
- (B) conditionally, for instance upon the defendant depositing in court the amount claimed or furnishing security
- (C) only after the defendant succeeds in a separate suit
- (D) never, since any triable issue compels a full trial without conditions

Q51. Under Order IX Rule 6 of the Code of Civil Procedure, 1908, where the plaintiff appears on the day fixed for hearing but the defendant does not



appear, and it is proved that the summons was duly served, the court may:

- (A) dismiss the suit for default of the plaintiff
- (B) adjourn the suit indefinitely until the defendant chooses to appear
- (C) proceed to hear the suit ex parte against the absent defendant
- (D) strike the suit off the file without any order

Q52. Under Order IX Rule 8 of the Code of Civil Procedure, 1908, where on the day fixed for hearing the defendant appears but the plaintiff does not appear, the court shall ordinarily:

- (A) proceed to decide the suit on merits in favour of the plaintiff
- (B) issue a fresh summons to the plaintiff in every case
- (C) pass an ex parte decree against the defendant
- (D) make an order that the suit be dismissed, unless the defendant admits the claim or part thereof, in which case judgment is passed on the admission

Q53. Under Sections 3 to 5 of the Indian Contract Act, 1872, the communication of an acceptance, as against the proposer, is complete:

- (A) when it is put in a course of transmission to the proposer so as to be out of the power of the acceptor
- (B) only when the acceptance comes to the actual knowledge of the proposer
- (C) only after the proposer despatches a confirmation of receipt
- (D) at the moment the offer is first received by the acceptor

Q54. In *Carlill v. Carbolic Smoke Ball Co.*, the company's newspaper advertisement promising a reward to anyone who used the smoke ball as directed and still caught influenza was held to be:

- (A) a mere invitation to treat incapable of creating any contract



- (B) an offer that lapsed because it was not addressed to a named person
- (C) a general offer to the world at large, which ripened into a binding contract with any person who performed the stipulated conditions
- (D) void for want of consideration, the use of the smoke ball being no detriment

Q55. Under Section 5 of the Indian Contract Act, 1872, a proposal may be revoked by the proposer at any time:

- (A) before the communication of its acceptance is complete as against the proposer, but not afterwards
- (B) even after the acceptance has been communicated to the proposer
- (C) only with the consent of the person to whom it was made
- (D) at no stage once the proposal has been made

Q56. A standing offer (also called a continuing or open offer), such as a tender to supply goods as and when required over a stated period, is best understood in the law of contract as:

- (A) a single concluded contract for the entire quantity from the moment the tender is accepted
- (B) an invitation to treat that can never give rise to any contract
- (C) a contract that binds the offeror to supply but never binds the buyer to order
- (D) a continuing offer that is accepted, and thereby converted into a binding contract, each time an order is placed, so a distinct contract arises with every order

Q57. Under the definition of consideration in the Indian Contract Act, 1872 read with Explanation 2 to Section 25, the general position regarding the adequacy of consideration is that an agreement is not void merely because the consideration is inadequate, but inadequacy:

- (A) automatically renders the agreement void as being unconscionable



- (B) is irrelevant in every respect and can never be looked at by the court
- (C) may be taken into account by the court in determining whether the consent of the promisor was freely given
- (D) must always equal the market value of the promise for the contract to be valid

Q58. In the tort of negligence, before a defendant can be held liable a plaintiff must establish, among other things, that the defendant owed him a duty of care; the existence and scope of such a duty is, in the modern law, determined principally by reference to:

- (A) the defendant's personal wealth and capacity to pay damages
- (B) the reasonable foreseeability of harm to a person in the plaintiff's position, together with a relationship of sufficient proximity between the parties
- (C) whether the plaintiff suffered any economic loss exceeding a fixed threshold
- (D) the existence of a written contract between the parties in every case

Q59. The maxim *res ipsa loquitur* operates in the law of negligence so as to:

- (A) impose absolute liability on the defendant irrespective of fault
- (B) bar the plaintiff's claim unless he proves the precise act of carelessness
- (C) raise an inference of negligence where the thing causing the harm was under the defendant's exclusive control and the accident is such as does not ordinarily happen without negligence, shifting an evidentiary burden to the defendant to explain
- (D) apply only where there is a contract between the parties

Q60. In the tort of negligence, a claim for damages founded on nervous shock (psychiatric injury) is, on settled principles, maintainable where the claimant:

- (A) suffers mere grief, sorrow or anxiety not amounting to any recognised psychiatric illness



- (B) is a complete stranger who merely reads about the accident long afterwards
- (C) has suffered no perceptible harm of any kind but fears future injury
- (D) suffers a recognisable psychiatric illness brought about by a sudden shock, the risk of such injury being reasonably foreseeable and the requisite proximity being present

Q61. In the law of torts governing occupier's liability, the duty owed by an occupier of premises to a lawful visitor is, in substance, a duty to:

- (A) take such care as in all the circumstances is reasonable to see that the visitor will be reasonably safe in using the premises for the purposes for which he is invited or permitted to be there
- (B) guarantee the absolute safety of the visitor against every conceivable harm
- (C) owe no duty whatsoever, since entry is at the visitor's own risk in all cases
- (D) warn the visitor of dangers only if a written notice has been demanded

Q62. Under Section 6 of the Specific Relief Act, 1963, a person who has been dispossessed of immovable property without his consent otherwise than in due course of law may recover possession by a suit, provided that such suit is brought within:

- (A) twelve years from the date of dispossession, and may also be brought against the Government
- (B) six months from the date of the dispossession, and no such suit shall be brought against the Government
- (C) three years from the date of dispossession, irrespective of who the defendant is
- (D) thirty days from the date of dispossession, only with the leave of the court



Part D: Personal & Specialised Laws

- Q63.** Under the Special Marriage Act, 1954, a marriage may be solemnised between any two persons provided that, among the conditions in Section 4, at the time of the marriage:
- (A) the male has completed eighteen years and the female fifteen years of age
 - (B) the male has completed twenty-one years and the female eighteen years of age
 - (C) both parties profess the same religion at the date of solemnisation
 - (D) the parties obtain the prior sanction of a District Court in every case
- Q64.** A couple intending to marry under the Special Marriage Act, 1954 give notice to the Marriage Officer. Under the scheme of Sections 5 to 7, the marriage may ordinarily be solemnised:
- (A) after the expiry of thirty days from the date of publication of the notice, if no objection is upheld
 - (B) immediately, since the notice is a mere formality
 - (C) only after sixty days and with the written consent of both sets of parents
 - (D) after fifteen days, regardless of any objection received
- Q65.** Where a Hindu undivided family member marries under the Special Marriage Act, 1954, the effect under Section 19 of the Act, in relation to his joint family, is that:
- (A) the marriage has no effect whatever on his membership of the family
 - (B) he automatically becomes the karta of the joint family
 - (C) he is severed from the undivided family of which he was a member
 - (D) his interest in coparcenary property is forfeited to the State



- Q66.** Succession to the property of a person whose marriage is solemnised under the Special Marriage Act, 1954 and who is married to a non-Hindu is governed by:
- (A) the personal law to which the deceased belonged before the marriage
 - (B) the Hindu Succession Act, 1956 in every case
 - (C) customary law of the locality where the marriage took place
 - (D) the Indian Succession Act, 1925, by virtue of Section 21 of the Special Marriage Act
- Q67.** A female Hindu dies intestate possessed of property inherited from her father. She leaves no son, daughter or children of any predeceased child. Under Section 15(2)(a) of the Hindu Succession Act, 1956 such property devolves upon:
- (A) the heirs of the father, in preference to other heirs
 - (B) the heirs of her husband
 - (C) her mother-in-law absolutely
 - (D) the State by escheat
- Q68.** Section 15(1) of the Hindu Succession Act, 1956 lays down the general order of succession to the property of a female Hindu dying intestate. The *first* entry in this order is:
- (A) the heirs of the husband
 - (B) the mother and father
 - (C) the sons and daughters (including the children of any predeceased son or daughter) and the husband
 - (D) the heirs of the father
- Q69.** Under Section 16 of the Hindu Marriage Act, 1955, children born of a marriage which is null and void under Section 11:



- (A) are illegitimate and have no right to any property
- (B) inherit coparcenary property in the same manner as children of a valid marriage in all respects
- (C) can claim legitimacy only if the parents subsequently marry validly
- (D) are deemed legitimate, but their rights in property are confined to the property of their parents

Q70. X agrees in writing to sell his land to Y, who pays part of the price and is put into possession and continues in possession in part-performance of the contract, though the sale deed is not registered. X later sues to evict Y. Y's best defence under Section 53A of the Transfer of Property Act, 1882 is that:

- (A) X is debarred from enforcing against Y any right in respect of the property other than a right expressly provided by the contract
- (B) Y has become the full owner of the land by operation of part-performance
- (C) Y can compel X to execute a fresh sale deed without paying the balance
- (D) the contract being unregistered is a complete nullity and no defence survives

Q71. The equitable doctrine of part-performance under Section 53A of the Transfer of Property Act, 1882 operates:

- (A) as a sword, enabling the transferee to sue for title
- (B) as a shield only, available as a defence to protect the transferee's possession
- (C) to confer ownership automatically after twelve years of possession
- (D) only where the contract is oral and supported by part payment

Q72. During the pendency of a suit concerning title to immovable property, the defendant transfers the suit property to a third party. Under Section 52 of the Transfer of Property Act, 1882 (*lis pendens*), the transfer is:



- (A) void *ab initio* and of no legal effect
- (B) valid and binding on the court irrespective of the decree
- (C) valid but the transferee takes subject to the result of the pending suit
- (D) voidable only at the option of the transferee

Q73. A debtor, with intent to defeat and delay his creditors, gratuitously transfers his property to a relative. The creditors seek to set aside the transfer. Under Section 53 of the Transfer of Property Act, 1882 such a transfer is:

- (A) void and incapable of being challenged
- (B) voidable at the option of any creditor so defeated or delayed
- (C) valid and binding on all creditors
- (D) voidable only at the option of the transferee

Q74. A donor makes a single gift of several properties to a donee, one of which is burdened with an onerous obligation. Under Section 127 of the Transfer of Property Act, 1882, the donee:

- (A) may accept the beneficial gifts and reject the onerous one, taking the benefits free of burden
- (B) is liable beyond the property comprised in the gift for the obligation
- (C) is automatically discharged from the onerous obligation on acceptance
- (D) must, if he accepts one, accept the whole, taking the onerous gift with the others

Q75. A creditor of a company seeks to make the directors personally liable for a debt incurred by the company in the ordinary course of business. The principle that ordinarily prevents this, and which the creditor must overcome, is best described as:

- (A) the principle that a company is a separate legal person distinct from its members and directors



- (B) the doctrine of ultra vires
- (C) the rule in *Foss v. Harbottle*
- (D) the doctrine of constructive notice

Q76. In which of the following situations is a court *least* likely to lift the corporate veil and look at the persons behind the company?

- (A) where the company is a mere sham or facade to evade a legal obligation
- (B) where the corporate form is used to commit fraud or improper conduct
- (C) where the company is incorporated to defeat the operation of law
- (D) where the company is carrying on its stated lawful business in the ordinary course with no element of fraud or evasion

Q77. An outsider deals in good faith with a company and enters into a transaction that the company's articles permit, assuming that the internal procedures (such as passing of a board resolution) have been duly followed. The doctrine of indoor management protects this outsider. The doctrine is associated with:

- (A) *Royal British Bank v. Turquand*
- (B) *Salomon v. Salomon & Co.*
- (C) *Foss v. Harbottle*
- (D) *Derry v. Peek*

Q78. Which of the following is *not* recognised as an exception to the doctrine of indoor management, i.e. a situation in which an outsider *cannot* claim its protection?

- (A) where the outsider had actual knowledge of the irregularity
- (B) where the circumstances were suspicious and ought to have put the outsider on inquiry



- (C) where the act is one beyond the apparent authority and the outsider had notice
- (D) where the outsider, acting honestly, simply assumed that an internal board resolution had been passed

Q79. Under Section 2(s) of the Industrial Disputes Act, 1947, a person employed mainly in a managerial or administrative capacity, or in a supervisory capacity drawing wages above the prescribed limit, is:

- (A) always a “workman” regardless of his functions
- (B) excluded from the definition of “workman”
- (C) a “workman” only if he is a member of a trade union
- (D) deemed an “employer” for all purposes of the Act

Q80. “Lay-off” under the Industrial Disputes Act, 1947 refers to the failure, refusal or inability of an employer to give employment to a workman whose name is on the muster rolls and who has not been retrenched, on account of:

- (A) misconduct proved against the workman after inquiry
- (B) the workman attaining the age of superannuation
- (C) shortage of coal, power or raw materials, accumulation of stocks, breakdown of machinery, natural calamity or similar reason
- (D) voluntary abandonment of service by the workman

Q81. Under Section 25F of the Industrial Disputes Act, 1947, before a workman who has been in continuous service for not less than one year is validly retrenched, the employer must, among other conditions:

- (A) obtain the written consent of every other workman in the establishment
- (B) give the workman one month’s notice (or wages in lieu) and pay compensation at fifteen days’ average pay for every completed year of continuous service



- (C) pay compensation equal to three years' wages in all cases
- (D) secure the prior approval of the trade union in writing

Q82. A strike is commenced by workmen in a public utility service without giving the notice required by Section 22 of the Industrial Disputes Act, 1947. Such a strike is:

- (A) legal, since the right to strike is absolute
- (B) legal only if a majority of workmen participate
- (C) illegal, being in contravention of the notice requirements applicable to public utility services
- (D) neither legal nor illegal, but merely irregular

Q83. Closure of an undertaking under the Industrial Disputes Act, 1947 differs from lay-off and retrenchment principally in that closure means:

- (A) a temporary stoppage of work with the intention to resume
- (B) termination of an individual workman for reasons other than punishment
- (C) refusal to employ a workman on the muster rolls for a temporary period
- (D) the permanent closing down of a place of employment or part thereof

Q84. Engaging workmen as “badlis”, casuals or temporaries and continuing them as such for years with the object of depriving them of the status and privileges of permanent workmen is, under the Fifth Schedule to the Industrial Disputes Act, 1947, an example of:

- (A) an unfair labour practice on the part of the employer
- (B) a lawful managerial prerogative
- (C) a legitimate lockout
- (D) a protected strike by workmen



- Q85.** Under the Consumer Protection Act, 2019, a “product liability” action enables a complainant to claim compensation from a product manufacturer, product seller or product service provider for harm caused by:
- (A) a defective product or deficient service, including manufacturing, design or warning defects
 - (B) any commercial loss suffered in a purely business-to-business transaction
 - (C) delay in delivery alone, irrespective of any defect or harm
 - (D) breach of an arbitration clause in the sale contract
- Q86.** Under the Consumer Protection (E-Commerce) Rules, 2020 made under the Consumer Protection Act, 2019, an e-commerce entity is, among other duties, required to:
- (A) refuse to entertain any consumer complaint about goods sold on its platform
 - (B) appoint a grievance officer and display details enabling consumers to make complaints, while not adopting unfair trade practices
 - (C) charge cancellation fees on consumers without disclosing them, as it sees fit
 - (D) escape all liability by describing itself merely as an intermediary in every case
- Q87.** Under Section 2(46) read with Section 49 of the Consumer Protection Act, 2019, a term of a contract which causes a significant change in the rights of the consumer, such as requiring excessive security deposits or imposing a disproportionate penalty for breach, may be declared by the appropriate forum to be:
- (A) a valid and binding term immune from review
 - (B) a mere unfair trade practice attracting no remedy
 - (C) an “unfair contract” term, which the State Commission or National Commission may declare null and void



(D) enforceable only against the trader and not the consumer

Q88. A maintains a maintenance claim for his minor child born of a void marriage. The correct legal position regarding such a child's right to maintenance from the father is that:

- (A) the child has no right to maintenance because the marriage is void
- (B) maintenance is payable only until the child attains five years of age
- (C) the obligation to maintain falls solely on the mother in every case
- (D) the child, being deemed legitimate under Section 16 of the Hindu Marriage Act, 1955, is entitled to maintenance from the father

Part E: ADR & Professional Ethics

Q89. Two Indian companies refer their dispute to an arbitration seated in Singapore. After the foreign award is rendered, one party seeks to challenge it in an Indian court under Section 34 of the Arbitration and Conciliation Act, 1996. Which Part of the Act governs an arbitration seated outside India, and what is the consequence for such a challenge?

- (A) Part I applies in full, so the Section 34 setting-aside remedy is freely available
- (B) Part II governs enforcement of foreign awards, and Section 34 of Part I does not apply to set aside an award made at a foreign seat
- (C) The award is automatically void because two Indian parties cannot choose a foreign seat
- (D) Both Parts apply simultaneously, giving the party a double remedy

Q90. A contract names "the seat of arbitration shall be London" while hearings for convenience are conducted in New Delhi. A party argues that Indian courts have supervisory jurisdiction because the hearings took place in India. Following the distinction between "seat" and "venue", the correct position is:

- (A) The venue of hearings always determines the curial law and supervisory jurisdiction



- (B) Indian courts have full supervisory jurisdiction whenever any hearing occurs in India
- (C) The chosen seat (London) fixes the supervisory jurisdiction and curial law; the New Delhi venue is merely a convenient geographical location for hearings
- (D) The parties cannot fix any seat once hearings have begun elsewhere

Q91. A party seeks to enforce in India a commercial arbitral award made in a country that is a signatory to the New York Convention and which the Central Government has notified as a reciprocating territory. Enforcement of such a foreign award is governed by which provisions of the Arbitration and Conciliation Act, 1996?

- (A) Sections 53 to 60, dealing with Geneva Convention awards
- (B) Section 36, on enforcement of purely domestic awards
- (C) Sections 34 and 37, on setting aside and appeals
- (D) Sections 44 to 49 of Part II, Chapter I, which give effect to the New York Convention

Q92. Resisting enforcement of a New York Convention foreign award in India, the award-debtor pleads that enforcement would be contrary to the “public policy of India”. On the scope of the public-policy ground for refusing enforcement of a *foreign* award under Section 48 of the Arbitration and Conciliation Act, 1996, the correct position is:

- (A) The ground is construed narrowly and does not permit a review on the merits; “patent illegality” is not a ground for refusing a foreign award
- (B) Any error of law on the face of the award justifies refusal of enforcement
- (C) The enforcing court must re-hear the entire dispute afresh on the evidence
- (D) Public policy here is identical to and as wide as the domestic patent-illegality ground



- Q93.** Before a foreign-seated arbitration has commenced, an Indian party fears that assets located in India will be dissipated and seeks urgent interim protection from an Indian court. Which provision of the Arbitration and Conciliation Act, 1996 permits a court to grant interim measures in support of a foreign-seated arbitration, subject to the parties not having agreed to exclude it?
- (A) Section 17, since only the foreign tribunal can grant any interim relief
 - (B) The proviso to Section 2(2), which makes Section 9 (interim measures by court) applicable to international commercial arbitrations even where the seat is outside India, unless the parties agree otherwise
 - (C) Section 27, on court assistance in taking evidence only
 - (D) No provision; Indian courts can never assist a foreign-seated arbitration
- Q94.** Two parties resolve a commercial dispute through a mediation conducted under the Mediation Act, 2023 and sign a written settlement. As to the legal status and enforceability of such a mediated settlement agreement under that Act, the correct position is:
- (A) It is a mere moral understanding with no enforceable value
 - (B) It must first be converted into a civil-court decree before it has any effect at all
 - (C) A mediated settlement agreement (other than one arrived at in a court-referred mediation, which is governed otherwise) is final and binding and is enforceable in the same manner as a judgment, decree or order of a court under the Code of Civil Procedure, 1908
 - (D) It can be unilaterally repudiated by either party at any time without consequence
- Q95.** During mediation under the Mediation Act, 2023, one party makes admissions and discloses settlement proposals that ultimately fail. In a later



court proceeding the opposing party seeks to lead these in evidence. On the confidentiality of mediation communications, the Act provides that:

- (A) All mediation communications are freely admissible as ordinary evidence
- (B) Confidentiality applies only if the mediator personally objects in writing
- (C) Mediation communications, admissions and proposals are confidential and, as a rule, are not admissible as evidence in any subsequent judicial or arbitral proceeding
- (D) Confidentiality ends the moment the mediation fails to produce a settlement

Q96. A practising advocate of standing and ability, whose conduct of cases shows special knowledge in a field of law, is proposed for an elevated status with attendant restrictions, for instance that the advocate shall not appear without a junior or file pleadings on his own. This status and the restrictions flow from which provision of the Advocates Act, 1961?

- (A) Section 16, which provides for the designation of senior advocates by the Supreme Court or a High Court on the basis of ability and standing, with restrictions framed by the Bar Council of India
- (B) Section 30, the right to practise
- (C) Section 24, on persons qualified to be admitted as advocates
- (D) Section 49, the general rule-making power

Q97. An advocate sets up a large illuminated hoarding outside the courthouse advertising “Best Divorce Lawyer — Guaranteed Results — Lowest Fees” and circulates pamphlets soliciting clients. Such conduct most directly violates which professional-ethics norm?

- (A) It is perfectly permissible, as advertising is a fundamental right of every advocate



- (B) Rule 36 of the Bar Council of India Rules (Standards of Professional Conduct), which prohibits an advocate from advertising or soliciting work, directly or indirectly
- (C) It is governed solely by the Consumer Protection Act and raises no ethical issue
- (D) It is barred only if the advocate has fewer than ten years at the Bar

Q98. An indigent accused who cannot afford counsel is being tried for a serious offence. Reflecting both the constitutional guarantee and the advocate's professional obligation, the duty to render legal aid is best described as:

- (A) A purely optional act of charity that no advocate is expected to perform
- (B) Owed only to clients who can pay a reduced fee
- (C) A duty that arises only after conviction, never during trial
- (D) A duty rooted in the right to free legal aid flowing from Article 39A and Article 21 of the Constitution, reinforced by the advocate's professional obligation to assist in providing legal aid to the poor

Q99. A litigant publishes an article making a factual allegation of corruption against a sitting judge in respect of a decided matter and, when faced with contempt proceedings, pleads that the statement is true and its publication is in the public interest. Under the Contempt of Courts Act, 1971 (as amended in 2006), this plea:

- (A) Is never available; truth can never be a defence to contempt
- (B) Automatically results in punishment regardless of any justification
- (C) Is available only if the judge personally consents to the publication
- (D) May be a valid defence under Section 13(b), which permits the court to allow justification by truth as a defence if it is satisfied that it is in the public interest and the request is bona fide



- Q100.** A newspaper, in the ordinary course and without any knowledge that a matter was pending, publishes a report that is later said to prejudice that proceeding. On the defence available to such a publisher under the Contempt of Courts Act, 1971, the correct position is:
- (A) Section 3 provides a defence of innocent publication and distribution where, at the time of publication, the person had no reasonable grounds for believing that the proceeding was pending
 - (B) No defence exists; every publication touching a pending matter is automatically contempt
 - (C) The publisher escapes only by paying compensation to the affected litigant
 - (D) Innocent publication is a defence only for advocates, not for newspapers



Detailed Solutions

Q1.

Solution

Concept — Habeas Corpus and the 44th Amendment: In *ADM Jabalpur v. Shivkant Shukla* (1976) the majority held that habeas corpus could not be sought when Article 21 stood suspended under a Proclamation of Emergency. To prevent a repeat of this, Article 359 was amended so that the enforcement of Articles 20 and 21 can never be suspended.

Step 1 — Identify the amendment: The 44th Amendment, 1978 (post-Emergency, on the Shah Commission's recommendations) carved out Articles 20 and 21 as non-suspendable. The 42nd (1976) had instead expanded executive power; the 38th made the Proclamation non-justiciable; the 24th dealt with amending power.

Tip: "44th = the corrective amendment — Arts 20 & 21 are Emergency-proof."

Final Answer: 44th Amendment ⇒

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

Q2.

Solution

Concept — Habeas Corpus: The writ of habeas corpus ("you may have the body") is issued to produce a detained person before the court and to secure release if the detention is found to be illegal. Uniquely among the writs, it lies both against the State and against a private person holding another in unlawful custody.

Step 1 — Eliminate the others: Mandamus commands performance of a public duty; quo warranto questions a usurped public office; certiorari quashes an order of an inferior tribunal. Only habeas corpus tests the legality of detention.

Tip: "Habeas = liberty of the person; the only writ that runs against private custody."

Final Answer: Habeas corpus ⇒

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



Q3.

Solution

Concept — Conditions for Mandamus: Mandamus issues only where the applicant has a legal right and the respondent owes a corresponding public or statutory duty. It cannot be used to enforce a private right or a purely discretionary or contractual obligation lacking any public-law element.

Step 1 — Pick the exception: Compelling a statutory duty (A), directing a tribunal to exercise refused jurisdiction (C) and compelling a statutory corporation to obey statute (D) are all proper uses. Enforcing a purely contractual or discretionary obligation (B) is outside the writ's scope.

Tip: “No public duty, no mandamus — contract disputes go to civil court.”

Final Answer: A purely discretionary/contractual obligation ⇒ B

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

Q4.

Solution

Concept — Quo Warranto: The writ of quo warranto (“by what authority”) calls upon the holder of a substantive public office to show the legal authority under which the office is claimed; if there is none, the holder is ousted. Because the public interest in lawful office-holding is at stake, even a stranger may apply.

Step 1 — Eliminate the others: Mandamus enforces a duty, prohibition forbids an inferior tribunal from proceeding, and habeas corpus concerns illegal detention. Only quo warranto polices the title to a public office.

Tip: “Quo warranto = challenge to the right to hold a public office; locus is relaxed.”

Final Answer: Quo warranto ⇒ A

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



Q5.

Solution

Concept — Prohibition vs Certiorari: Both writs control inferior courts and tribunals acting in excess of jurisdiction, but they operate at different stages. Prohibition is preventive and issues while proceedings are still pending; certiorari is corrective and issues to quash an order already made.

Step 1 — Match the timing: Option (B) correctly states that prohibition forbids continuation of a pending matter while certiorari quashes a concluded order. Options (A), (C) and (D) reverse or misstate this stage-based distinction.

Tip: “Prohibition stops it; certiorari quashes it — before vs after.”

Final Answer: Prohibition is preventive, certiorari corrective ⇒

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

Q6.

Solution

Concept — PIL and Locus Standi: In *S. P. Gupta v. Union of India* (1981) the Supreme Court liberalised the traditional rule of standing, holding that where a legal wrong is caused to a person or class who by reason of poverty or disability cannot approach the court, any public-spirited individual may move the court on their behalf.

Step 1 — Eliminate the others: The case did not abolish the written petition, nor make res judicata or laches universally inapplicable. Its central contribution was the relaxation of locus standi, a foundation of modern PIL.

Tip: “S. P. Gupta = the locus-standi gateway to PIL.”

Final Answer: Relaxation of locus standi ⇒

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

Q7.

Solution

Concept — Speedy Trial under Article 21: In *Hussainara Khatoon v. State of Bihar* (1979) the Supreme Court, on the plight of Bihar undertrials, held that the right to a speedy trial is implicit in Article 21 and directed release of undertrials detained for periods exceeding the maximum sentence for their alleged offence.

Step 1 — Eliminate the others: *Sunil Batra* concerned prison conditions and soli-



tary confinement; *Bandhua Mukti Morcha* dealt with bonded labour; *Sheela Barse* addressed custodial protection of women. The speedy-trial declaration belongs to *Hussainara Khatoon*.

Tip: “Hussainara Khatoon = speedy trial + free legal aid for undertrials.”

Final Answer: *Hussainara Khatoon* ⇒

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

Q8.

Solution

Concept — Right to Livelihood: In *Olga Tellis v. Bombay Municipal Corporation* (1985) the Supreme Court held that the right to life under Article 21 includes the right to livelihood, because no person can live without the means of living. Eviction was, however, permitted on following a just and fair procedure.

Step 1 — Reject the overstatements: The Court did not grant pavement dwellers an absolute bar against eviction (A), free State housing (B) or automatic compensation (C). It recognised livelihood as a facet of life while keeping eviction subject to fair procedure.

Tip: “Olga Tellis = livelihood is part of life, but procedure can still evict.”

Final Answer: Right to livelihood is part of Article 21 ⇒

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

Q9.

Solution

Concept — Forced Labour under Article 23: In *People’s Union for Democratic Rights v. Union of India* (1982) (the Asiad Workers case) the Supreme Court held that the word “force” in Article 23 is wide, and that payment of wages below the statutory minimum amounts to “forced labour”, since economic compulsion is itself a form of force.

Step 1 — Eliminate the others: Article 23 is not confined to physical force (A) or only to debt bondage (B); voluntary unpaid service (D) is outside its scope. The decisive expansion was to treat sub-minimum-wage labour as forced labour.

Tip: “Below minimum wage = forced labour under Art. 23 (PUDR / Asiad Workers).”

Final Answer: Remuneration below statutory minimum wage ⇒



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

Q10.

Solution

Concept — Prohibition of Child Labour: Article 24 lays down an absolute and unqualified prohibition that no child below fourteen years shall be employed to work in any factory or mine or engaged in any other hazardous employment. It is enforceable directly as a Fundamental Right.

Step 1 — Read the text precisely: The bar is keyed to factories, mines and hazardous employment, not to “any occupation whatsoever” (B); it is not limited to agriculture (C) nor to mines alone (D). Option (A) reproduces the constitutional language.

Tip: “Art. 24 = factory, mine, hazardous work — no child under 14, absolute right.”

Final Answer: Any factory, mine or hazardous employment ⇒

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

Q11.

Solution

Concept — Colourable Legislation: The doctrine of colourable legislation rests on the maxim that what cannot be done directly cannot be done indirectly. If a legislature lacking competence dresses up a law to appear within its power while in truth encroaching on a forbidden field, the law is void; substance, not form, governs.

Step 1 — Eliminate the others: Pith and substance saves a law from incidental encroachment; territorial nexus justifies extra-territorial operation; repugnancy resolves Union–State conflicts under Article 254. Only the colourable-legislation doctrine targets a disguised want of competence.

Tip: “Colourable legislation = fraud on the Constitution; look at substance, not label.”

Final Answer: Colourable legislation ⇒

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



Q12.

Solution

Concept — Pith and Substance: Where a law is in substance within the enacting legislature's competence, an incidental encroachment on a field assigned to the other legislature does not invalidate it. The court looks to the true nature and character (the pith and substance) of the enactment.

Step 1 — Eliminate the others: Colourable legislation strikes down disguised incompetence; eclipse concerns laws inconsistent with Fundamental Rights; severability saves the valid part of a statute. The doctrine that tolerates incidental trenching is pith and substance.

Tip: "Pith & substance = true character controls; incidental overlap is forgiven."

Final Answer: Pith and substance \Rightarrow

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

Q13.

Solution

Concept — Territorial Nexus: A State law is not invalid merely because it has some operation outside the State, provided there is a sufficient and real (not illusory) connection between the State and the object of the law. This is the doctrine of territorial nexus, recognised in *State of Bombay v. R. M. D. Chamarbaugwala*.

Step 1 — Eliminate the others: "Occupied field" relates to repugnancy; harmonious construction reconciles conflicting provisions; implied powers concern ancillary authority. Only territorial nexus validates extra-territorial reach on a sufficient connection.

Tip: "Real and sufficient connection = territorial nexus upholds extra-territorial reach."

Final Answer: Territorial nexus \Rightarrow

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



Q14.

Solution

Concept — Henry VIII Clause: A provision that empowers the executive, through delegated legislation, to modify or amend the parent Act itself is called a Henry VIII clause, after the monarch's autocratic style of legislating by proclamation. Such clauses are viewed with disfavour as an excessive delegation of legislative power.

Step 1 — Eliminate the others: A sunset clause fixes an automatic expiry date; a saving clause preserves existing rights or actions; a non-obstante clause gives a provision overriding effect. Only the Henry VIII clause lets the delegate amend the enabling statute.

Tip: "Henry VIII clause = rules that can amend the parent Act — a red flag for over-delegation."

Final Answer: Henry VIII clause ⇒

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

Q15.

Solution

Concept — Bar on Sub-delegation: The maxim *delegatus non potest delegare* means that a person to whom a power has been delegated cannot ordinarily delegate it further. Sub-delegation of rule-making power is valid only where the parent statute expressly or by necessary implication authorises it.

Step 1 — Eliminate the others: *Res ipsa loquitur* is a tort presumption of negligence; *volenti non fit injuria* is a defence of consent; *ubi jus ibi remedium* states that a right implies a remedy. None addresses sub-delegation.

Tip: "Delegate cannot re-delegate unless the parent Act allows it."

Final Answer: *Delegatus non potest delegare* ⇒

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



Q16.

Solution

Concept — Doctrine of Proportionality: Proportionality requires that a measure restricting a right must be suitable to its object, no more than necessary to achieve it, and balanced so that the harm to the right is not disproportionate to the benefit. It is now a recognised ground of judicial review of executive action in India.

Step 1 — Pick the correct test: Option (D) captures the “least restrictive means plus balancing” core of proportionality. Mere correct procedure (A), good faith irrespective of means (B), or availability of an alternative remedy (C) do not state the doctrine.

Tip: “Proportionality = legitimate aim + necessity + least restrictive means + balance.”

Final Answer: No more restrictive than necessary, and balanced ⇒

[Go Back to Q16](#)

Q17.

Solution

Concept — Common Ground for Certiorari and Prohibition: Both prohibition and certiorari issue to keep inferior courts and tribunals within their lawful bounds. The principal grounds are want or excess of jurisdiction and a breach of the principles of natural justice, the difference between the two writs being only one of stage.

Step 1 — Eliminate the others: Mala fides alone (A) is not the principal ground; absence of delay (B) is irrelevant to these writs; acting within jurisdiction (D) is precisely when they do not lie. The shared ground is excess of jurisdiction or violation of natural justice.

Tip: “Both writs target jurisdictional error and breach of natural justice.”

Final Answer: Excess of jurisdiction or breach of natural justice ⇒

[Go Back to Q17](#)



Q18.

Solution

Concept — Right to Die with Dignity: In *Common Cause v. Union of India* (2018) a Constitution Bench held that the right to life under Article 21 includes the right to die with dignity, and laid down a framework permitting passive euthanasia and the execution of advance medical directives (living wills) subject to safeguards.

Step 1 — Eliminate the others: *Gian Kaur* (1996) held that the right to life does not include a right to die and overruled *P. Rathinam*; *Aruna Shanbaug* (2011) first permitted passive euthanasia under guidelines but was refined and settled by the 2018 Constitution Bench in *Common Cause*.

Tip: “Common Cause (2018) = dignity in dying + living wills.”

Final Answer: *Common Cause* (2018) ⇒ B

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

Q19.

Solution

Concept — Right to Emergency Medical Care: In *Paschim Banga Khet Mazdoor Samity v. State of West Bengal* (1996) the Supreme Court held that Article 21 casts an obligation on the State to provide timely medical treatment, and that the failure of government hospitals to give emergency care to an injured person violated his right to life.

Step 1 — Eliminate the others: *Consumer Education & Research Centre* dealt with the health of asbestos workers; *Parmanand Katara* concerned the duty of doctors to treat accident victims; *Mohinder Singh Chawla* dealt with reimbursement of medical expenses. The emergency-treatment denial ruling is *Paschim Banga*.

Tip: “Paschim Banga Khet Mazdoor = State must provide emergency medical care under Art. 21.”

Final Answer: *Paschim Banga Khet Mazdoor Samity* ⇒ D

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



Q20.

Solution

Concept — Unlawful assembly (s.141 IPC): Section 141 defines an unlawful assembly as an assembly of *five or more persons* whose common object is one of the five unlawful objects listed, such as resisting the execution of law or compelling a person by criminal force to do what he is not legally bound to do.

Step 1 — Fix the number: The threshold is five; “two or more” belongs to s.34 (common intention) and there is no “three or more” or “seven or more” rule in s.141.

Tip: Remember “five for an unlawful assembly, two for s.34.”

Final Answer: Five or more persons, s.141 IPC ⇒

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

Q21.

Solution

Concept — Assembly turning unlawful (Explanation to s.141 IPC): The Explanation to s.141 expressly states that an assembly which was *not* unlawful when it assembled may subsequently become an unlawful assembly.

Step 1 — Eliminate the others: s.142 only defines membership; s.34 is common intention; s.149 imposes vicarious liability. Only the Explanation to s.141 recognises a lawful gathering becoming unlawful once a common unlawful object is formed.

Tip: The Explanation to s.141 is the “lawful-then-unlawful” clause.

Final Answer: Explanation to s.141 IPC ⇒

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

Q22.

Solution

Concept — Common object (s.149 IPC): If an offence is committed by any member of an unlawful assembly in prosecution of the common object, or such as the members knew to be likely, every person who at the time of committing it is a member is *guilty of that offence*.

Step 1 — Apply vicarious liability: It is immaterial that a particular member did not personally inflict the injury; mere membership coupled with the shared



common object suffices. No separate prior agreement need be proved (that is the s.34 requirement).

Tip: Under s.149, “membership plus common object equals liability for the offence.”

Final Answer: Guilty of the same offence as if he alone had committed it ⇒ C

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

Q23.

Solution

Concept — s.34 vs s.149 IPC: Both are rules of constructive (vicarious) liability and neither creates a substantive offence. Section 34 requires a *prior concert* and a shared common intention; s.149 requires an unlawful assembly of five or more sharing a common object, with no need for prior meeting of minds.

Step 1 — Test the options: Option C captures both distinctions correctly. Options stating s.34 is a substantive offence, or reversing the numerical requirement, are wrong.

Tip: s.34 needs prior concert; s.149 needs five members and a common object.

Final Answer: s.34 needs prior concert, s.149 needs five members sharing a common object ⇒ C

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

Q24.

Solution

Concept — Rioting (s.146 IPC): Section 146 provides that whenever force or violence is used by an unlawful assembly, or by any member of it, in prosecution of the common object, every member is guilty of the offence of *rioting*.

Step 1 — Distinguish: Affray (s.159) is fighting in a public place by two or more disturbing the public peace, not an unlawful-assembly offence; conspiracy (s.120A) and wrongful restraint (s.339) are unrelated.

Tip: Unlawful assembly + use of force = rioting (s.146).

Final Answer: Rioting under s.146 IPC ⇒ B

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



Q25.

Solution

Concept — Armed rioting (s.148 IPC): Section 147 punishes rioting simpliciter; s.148 is the aggravated form, punishing rioting committed while *armed with a deadly weapon* or with anything which, used as a weapon of offence, is likely to cause death.

Step 1 — Apply: A carries a sword likely to cause death, so the aggravated provision s.148 applies, not the simple s.147. Affray (s.160) and unlawful assembly (s.143) do not fit.

Tip: s.147 = plain rioting; s.148 = rioting with a deadly weapon.

Final Answer: Rioting armed with a deadly weapon, s.148 IPC ⇒ D

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

Q26.

Solution

Concept — Outraging modesty (s.354 IPC): Section 354 punishes assault or criminal force to a woman with intent to outrage, or knowing it likely to outrage, her modesty.

Step 1 — Distinguish: Section 509 deals with word, gesture or act intended to insult modesty (no assault or force); s.350 defines criminal force generally; s.339 is wrongful restraint. The use of force on the woman with intent to outrage modesty squarely attracts s.354.

Tip: s.354 = force on a woman to outrage modesty; s.509 = mere word or gesture.

Final Answer: Section 354 IPC ⇒ A

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

Q27.

Solution

Concept — Sexual harassment (s.354A IPC): Inserted by the Criminal Law (Amendment) Act, 2013, s.354A penalises physical contact and advances involving unwelcome sexual overtures, a demand or request for sexual favours, and showing pornography against a woman's will.

Step 1 — Eliminate: s.354 is outraging modesty by force; s.354C is voyeurism;



s.509 is insult to modesty by word or gesture. The workplace demand for sexual favours fits s.354A.

Tip: Remember the 2013 quartet: 354A harassment, 354B disrobing, 354C voyeurism, 354D stalking.

Final Answer: Section 354A IPC ⇒

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

Q28.

Solution

Concept — ss.354B–354D IPC: The 2013 amendment introduced s.354B (assault or use of criminal force with intent to disrobe), s.354C (voyeurism) and s.354D (stalking) as distinct offences against women.

Step 1 — Match in order: Disrobing → 354B, voyeurism → 354C, stalking → 354D. Hence the correct triplet is ss.354B, 354C and 354D.

Tip: B for “bare” (disrobe), C for “capture” (voyeurism), D for “dog” (stalking).

Final Answer: ss.354B, 354C and 354D IPC ⇒

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

Q29.

Solution

Concept — Cruelty by husband or relatives (s.498A IPC): Section 498A punishes the husband or his relative who subjects a woman to cruelty, which includes conduct likely to drive her to suicide or grave injury and harassment to coerce an unlawful demand for property or valuable security.

Step 1 — Distinguish: s.304B is dowry death (requires death); s.406 is criminal breach of trust; s.354 is outraging modesty. Harassment for an unlawful property demand, the woman being alive, is cruelty under s.498A.

Tip: s.498A = cruelty (living wife); s.304B = dowry death (deceased wife).

Final Answer: Section 498A IPC ⇒

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



Q30.

Solution

Concept — Dowry death (s.304B IPC): Where a woman's death is caused by burns or bodily injury, or occurs otherwise than under normal circumstances, within seven years of marriage, and it is shown she was subjected to cruelty or harassment for dowry soon before death, such death is a "dowry death."

Step 1 — Apply: Death by burns within seven years, preceded by dowry-related cruelty, squarely attracts s.304B. Section 498A is cruelty without the death element; ss.302 and 306 require proof of murder or abetment respectively.

Tip: Seven years + dowry cruelty + unnatural death = s.304B.

Final Answer: Section 304B IPC ⇒

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

Q31.

Solution

Concept — Presumption of dowry death (s.113B Evidence Act): Section 113B of the Indian Evidence Act, 1872 directs that where a woman dies a dowry death and it is shown she was subjected to cruelty or harassment for dowry soon before death, the court *shall presume* that the accused caused the dowry death.

Step 1 — Distinguish: s.113A (presumption of abetment of suicide) is a "may presume"; s.114 is the general presumption; s.112 deals with legitimacy. Only s.113B is the mandatory dowry-death presumption.

Tip: 113A may presume suicide-abetment; 113B shall presume dowry death.

Final Answer: Section 113B of the Indian Evidence Act, 1872 ⇒

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

Q32.

Solution

Concept — s.498A vs s.304B IPC: Section 498A penalises cruelty by the husband or his relatives whether or not it results in death, while s.304B requires the woman's death by burns or bodily injury, otherwise than in normal circumstances, within seven years of marriage, preceded by cruelty soon before death in connection with a dowry demand.

Step 1 — Test the options: Option C correctly states the death requirement of



s.304B and the no-death-needed nature of s.498A. The others reverse or confuse the two.

Tip: 498A protects the living wife; 304B punishes her unnatural death.

Final Answer: 498A penalises cruelty; 304B requires unnatural dowry-linked death within seven years ⇒

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

Q33.

Solution

Concept — Police investigation of cognizable cases (s.156 CrPC): Section 156 empowers an officer in charge of a police station to investigate any cognizable case *without the order of a Magistrate*; a Magistrate empowered under s.190 may also order such investigation under s.156(3).

Step 1 — Eliminate: s.202 is a Magistrate's inquiry to decide on process; s.190 is cognizance; s.200 is examination of the complainant. The police power to investigate suo motu is s.156.

Tip: s.156 = police investigate cognizable cases without a Magistrate's order.

Final Answer: Section 156 CrPC ⇒

Answer: (A) [Go Back to Q33](#)

Q34.

Solution

Concept — Report and procedure for investigation (s.157 CrPC): Section 157 provides that if an officer in charge has reason to suspect the commission of a cognizable offence, he shall *forthwith send a report* to the Magistrate and proceed to the spot to investigate the facts and circumstances.

Step 1 — Distinguish: s.154 is registration of the FIR; s.161 is examination of witnesses; s.164 is recording of confessions and statements by a Magistrate. The duty to report and proceed is s.157.

Tip: 154 register, 157 report-and-proceed, 161 examine, 173 charge-sheet.

Final Answer: Section 157 CrPC ⇒

Answer: (B) [Go Back to Q34](#)



Q35.

Solution

Concept — Police report on completion of investigation (s.173 CrPC): Section 173 requires the officer in charge to forward to the Magistrate, on completion of investigation, a report in the prescribed form, commonly called the charge-sheet (or a final or closure report if no offence is made out).

Step 1 — Eliminate: s.161 is witness statements; s.164 is recorded confessions; s.190 is cognizance by the Magistrate. The charge-sheet is filed under s.173.

Tip: Charge-sheet equals the s.173 police report.

Final Answer: Section 173 CrPC ⇒

Answer: (D) [Go Back to Q35](#)

Q36.

Solution

Concept — Zero FIR: A “Zero FIR” is an FIR registered at any police station irrespective of the place of occurrence or territorial jurisdiction; it is given serial number “zero” and later transferred to the station having jurisdiction for investigation. The duty to register a cognizable offence is mandatory.

Step 1 — Distinguish: A cross FIR is a counter-complaint from the opposite party; a second FIR is a fresh FIR on the same occurrence (generally barred); “quash” relates to s.482 powers. The jurisdiction-free FIR is the Zero FIR.

Tip: Zero FIR = register first, transfer jurisdiction later.

Final Answer: Zero FIR ⇒

Answer: (A) [Go Back to Q36](#)

Q37.

Solution

Concept — Maintenance (s.125 CrPC): Section 125 provides a speedy, summary remedy by which a wife, legitimate or illegitimate minor child, major child unable to maintain itself by reason of any abnormality, or father or mother, may claim a monthly allowance from a person of sufficient means who neglects or refuses to maintain them.

Step 1 — Eliminate: s.482 is the High Court’s inherent power; s.145 is disputes as to immovable property; s.156 is police investigation. The maintenance remedy



is s.125.

Tip: s.125 protects wife, children and parents through a summary order.

Final Answer: Section 125 CrPC ⇒

Answer: (A) [Go Back to Q37](#)

Q38.

Solution

Concept — Who may claim under s.125 CrPC: The classes entitled to maintenance are a neglected wife, a legitimate or illegitimate minor child, a major child unable to maintain itself owing to physical or mental abnormality, and father or mother unable to maintain themselves. A sibling is *not* within the section.

Step 1 — Pick the exception: A brother of full age, earning his livelihood, is neither a wife, child nor parent; he cannot claim under s.125.

Tip: s.125 covers wife, child and parents only — not siblings.

Final Answer: A brother of full age earning his own livelihood ⇒

Answer: (D) [Go Back to Q38](#)

Q39.

Solution

Concept — Alteration of maintenance (s.127 CrPC): Section 127 empowers the Magistrate, on proof of a change in the circumstances of any person receiving or ordered to pay maintenance, to make such alteration in the allowance as he thinks fit.

Step 1 — Distinguish: s.125(3) is enforcement by warrant for arrears; s.126 is procedure and territorial jurisdiction; s.128 is enforcement of the order. The power to vary the quantum is s.127.

Tip: 125 grant, 126 procedure, 127 alter, 128 enforce.

Final Answer: Section 127 CrPC ⇒

Answer: (C) [Go Back to Q39](#)



Q40.

Solution

Concept — Relevancy of judgments in rem (s.41 Evidence Act): Section 41 makes relevant a final judgment, order or decree of a competent court in the exercise of probate, matrimonial, admiralty or insolvency jurisdiction, which confers, takes away or declares a legal character; such judgments operate *in rem*.

Step 1 — Eliminate: s.40 bars a second suit or trial; s.43 makes other judgments generally irrelevant except as provided; s.44 allows a party to show fraud, collusion or want of jurisdiction. The probate or matrimonial class is s.41.

Tip: s.41 = judgments in rem (probate, matrimonial, admiralty, insolvency).

Final Answer: Section 41 of the Indian Evidence Act, 1872 ⇒ D

Answer: (D) [Go Back to Q40](#)

Q41.

Solution

Concept — Bad character in criminal cases (s.54 Evidence Act): Section 54 provides that in criminal proceedings the fact that the accused has a bad character is *irrelevant*, unless evidence has been given that he has a good character (in which case it becomes relevant), or where the bad character itself is a fact in issue.

Step 1 — Distinguish: s.52 makes character generally irrelevant in civil cases; s.53A relates to consent in sexual-offence cases; s.55 deals with character affecting damages. The bar with exceptions is s.54.

Tip: s.53 good character relevant; s.54 bad character irrelevant unless an exception applies.

Final Answer: Irrelevant under s.54, save the stated exceptions ⇒ B

Answer: (B) [Go Back to Q41](#)

Q42.

Solution

Concept — Estoppel (s.115 Evidence Act): Section 115 enacts the rule of estoppel: when one person has, by his declaration, act or omission, intentionally caused or permitted another to believe a thing to be true and to act upon that belief, he shall not be allowed in any suit or proceeding between them to deny the truth of that thing.



Step 1 — Distinguish: s.114 is presumptions of likely facts; s.116 is estoppel of a tenant or licensee; s.117 is estoppel of an acceptor of a bill or a bailee. The general doctrine is s.115.

Tip: s.115 = general estoppel by representation.

Final Answer: Section 115 of the Indian Evidence Act, 1872 ⇒

[Go Back to Q42](#)

Q43.

Solution

Concept — Number of witnesses (s.134 Evidence Act): Section 134 declares that no particular number of witnesses shall in any case be required for the proof of any fact. Evidence is weighed, not counted, so a conviction may rest on the sole testimony of a wholly reliable witness.

Step 1 — Eliminate: The options requiring two or three witnesses, or mandatory documentary corroboration, contradict the express terms of s.134.

Tip: Quality, not quantity — one credible witness can suffice (s.134).

Final Answer: No particular number of witnesses is required; evidence is weighed, not counted ⇒

[Go Back to Q43](#)

Q44.

Solution

Concept — Hostile witness (s.154 Evidence Act): Section 154 permits the court, in its discretion, to allow the party who calls a witness to put any question to him that might be put in cross-examination by the adverse party. This is the mechanism for dealing with a “hostile” witness.

Step 1 — Distinguish: s.137 defines the stages of examination; s.138 fixes their order; s.145 deals with cross-examination as to previous written statements. The leave to cross-examine one’s own witness is under s.154.

Tip: s.154 = permission to cross-examine your own (hostile) witness.

Final Answer: Section 154 of the Indian Evidence Act, 1872 ⇒

[Go Back to Q44](#)



Q45.

Solution**Concept — Meaning of “character” (Explanation to ss.52–55 Evidence Act):**

The Explanation to ss.52–55 provides that the word “character” includes both *reputation* and *disposition*; but, except as otherwise provided, evidence may be given only of general reputation and general disposition, and not of particular acts by which they were shown.

Step 1 — Test the options: Only the option that includes both reputation and disposition, while confining proof to general reputation and general disposition, matches the Explanation. The others are too narrow or wrong.

Tip: Character = reputation + disposition, proved only in general terms.

Final Answer: Both reputation and disposition, proved only as general reputation and disposition ⇒

Answer: (D) [Go Back to Q45](#)

Q46.

Solution

Concept — Status quo and temporary injunctions (Order XXXIX, CPC): Where the court at the interlocutory stage cannot finally weigh the three tests (*prima facie* case, balance of convenience, irreparable injury), it may, under its powers in Order XXXIX read with s.151 CPC, simply direct the parties to maintain *status quo*, as recognised in *Dalpat Kumar v. Prahlad Singh*.

Step 1 — Why an inter-partes status-quo order: A status-quo order freezes the existing position so that neither side gains an advantage during the pendency of the suit; it is passed after hearing the parties (*inter-partes*) rather than *ex parte*, preserving the subject-matter without prejudging the dispute. Outright dismissal, a premature permanent injunction, or compulsory arbitration are all incorrect responses.

Tip: “Status quo” = freeze the present state; it is interim preservation, not final relief.

Final Answer: Pass an inter-partes order to maintain status quo ⇒

Answer: (A) [Go Back to Q46](#)



Q47.

Solution

Concept — Caveat (Section 148A, CPC): Section 148A of the Code of Civil Procedure, 1908 allows a person apprehending an application against him to lodge a caveat so that he is heard before any interim order is made, the object being to prevent ex parte orders behind his back, as explained in *Nirmal Chand v. Girindra Narayan*.

Step 1 — Effect of the caveat: Once a caveat is lodged, the court shall not pass any order on the application without first serving notice of the application on the caveator, who is then entitled to be heard. It does not stay the suit, admit the claim, or replace a written statement.

Tip: Caveat = “hear me first” — mandatory notice before any interim order.

Final Answer: The court must serve notice on the caveator before any interim order ⇒ B

Answer: (B) [Go Back to Q47](#)

Q48.

Solution

Concept — Inherent powers (Section 151, CPC): Section 151 of the Code of Civil Procedure, 1908 saves the inherent power of the court to make orders necessary for the ends of justice or to prevent abuse of its process, a power affirmed in *K.K. Velusamy v. N. Palanisamy*.

Step 1 — Limits of s.151: Inherent powers are residual; they cannot override an express provision of the Code, nor be used to review decrees on merits or confer fresh jurisdiction. They operate only in the gaps where the Code is silent. Hence (A), (B) and (D) are wrong, and (C) states the true scope.

Tip: s.151 fills gaps — never used to defeat a specific provision of the Code.

Final Answer: For ends of justice or to prevent abuse, only where the Code is silent ⇒ C

Answer: (C) [Go Back to Q48](#)



Q49.

Solution

Concept — Leave to defend in summary suits (Order XXXVII, CPC): In a summary suit the defendant has no right to defend except by leave; the principles governing leave were laid down in *Mechelec Engineers v. Basic Equipment Corp.* and restated in *IDBI Trusteeship v. Hubtown Ltd.*

Step 1 — When leave is granted: Where the defendant discloses facts that show a triable issue, or that would make it incumbent on the plaintiff to prove consideration, or otherwise a substantial defence which is not a sham, frivolous or vexatious, the court grants leave to defend. A bare denial, prior full payment (a defence on merits, not a test for leave) or the defendant being a company are not the touchstone; the disclosure of a genuine triable issue is.

Tip: O37 leave turns on a genuine “triable issue” — not on the defendant’s mere wish to contest.

Final Answer: Where the defendant discloses a triable issue or substantial bona fide defence ⇒

Answer: (D) [Go Back to Q49](#)

Q50.

Solution

Concept — Conditional leave to defend (Order XXXVII, CPC): The gradations of leave were settled in *Mechelec Engineers v. Basic Equipment Corp.* and refined in *IDBI Trusteeship v. Hubtown Ltd.* — leave may be unconditional, conditional, or refused, depending on the strength of the defence.

Step 1 — The plausible-but-improbable defence: Where the defence raises a triable issue but appears to be aimed only at gaining time, or is plausible yet improbable, the court may grant leave on conditions, such as deposit of the claimed amount in court or furnishing security. It is neither bound to grant unconditional leave (A), nor to refuse conditions altogether (D), nor to await a separate suit (C).

Tip: Plausible-but-improbable defence → leave with conditions (deposit/security).

Final Answer: Conditionally, e.g. on deposit of the claim or furnishing security ⇒

Answer: (B) [Go Back to Q50](#)



Q51.

Solution

Concept — Plaintiff present, defendant absent (Order IX Rule 6, CPC): Order IX Rule 6 of the Code of Civil Procedure, 1908 governs the consequence of the defendant's non-appearance when the plaintiff attends and service is proved, the principles being illustrated in *Sangram Singh v. Election Tribunal*.

Step 1 — Apply the rule: Where summons was duly served and the defendant nonetheless fails to appear, the court may proceed to hear the suit ex parte. It does not dismiss the plaintiff's suit, adjourn indefinitely, or strike it off; those are not the prescribed consequences.

Tip: Defendant absent + service proved = court hears the suit ex parte (O9 R6).

Final Answer: The court may proceed to hear the suit ex parte ⇒ C

Answer: (C) [Go Back to Q51](#)

Q52.

Solution

Concept — Plaintiff absent, defendant present (Order IX Rule 8, CPC): Order IX Rule 8 of the Code of Civil Procedure, 1908 deals with the converse default — the plaintiff's non-appearance when the defendant attends, the remedy against dismissal lying in O9 R9 as noted in *Sangram Singh v. Election Tribunal*.

Step 1 — Apply the rule: Where the defendant appears but the plaintiff does not, the court shall make an order dismissing the suit, unless the defendant admits the claim or part of it, in which case judgment follows on the admission. The court does not decide for the absent plaintiff, issue fresh summons, or pass an ex parte decree against the defendant.

Tip: Plaintiff absent + defendant present = suit dismissed (subject to any admission) under O9 R8.

Final Answer: The suit is dismissed, save where the defendant admits the claim ⇒ D

Answer: (D) [Go Back to Q52](#)



Q53.

Solution

Concept — Communication of acceptance (Sections 3–5, Contract Act): Section 4 of the Indian Contract Act, 1872 fixes distinct moments for completion of communication as against proposer and acceptor; the postal/dispatch rule it embodies was applied in *Bhagwandas Goverdhandas Kedia v. Girdharilal Parshotamdas*.

Step 1 — As against the proposer: 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. Actual knowledge of the proposer marks completion as against the acceptor, not the proposer; the other options misstate the rule.

Tip: Against proposer = when acceptance is dispatched; against acceptor = when it reaches the proposer.

Final Answer: When it is put in transmission, out of the acceptor's power ⇒

Answer: (A) [Go Back to Q53](#)

Q54.

Solution

Concept — General offer (*Carlill v. Carbolic Smoke Ball Co.*): *Carlill v. Carbolic Smoke Ball Co.* establishes that an advertisement promising a reward on performance of stated conditions is a general offer to the world, accepted by anyone who performs the conditions; cf. s.8 of the Indian Contract Act, 1872 (acceptance by performance).

Step 1 — Why it is a binding general offer: The deposit of money by the company showed an intention to be bound; the offer was made to the world but a contract arose only with the person who performed the conditions and caught influenza. It was not a mere invitation to treat, did not lapse for want of a named offeree, and consideration lay in the inconvenience of using the ball as prescribed.

Tip: General offer is accepted by performance — no separate communication of acceptance needed.

Final Answer: A general offer ripening into a contract on performance of the conditions ⇒

Answer: (C) [Go Back to Q54](#)



Q55.

Solution

Concept — Revocation of proposal (Section 5, Contract Act): Section 5 of the Indian Contract Act, 1872 fixes the window within which a proposal can be revoked, dovetailing with the completion rule in s.4 illustrated in *Bhagwandas Kedia* (supra).

Step 1 — The timing of revocation: A proposal may be revoked at any time before the communication of its acceptance is complete as against the proposer, but not afterwards. Once acceptance is dispatched (complete against the proposer) the proposer can no longer revoke; revocation does not require the offeree's consent, and it is certainly possible before that point.

Tip: Revoke the offer only before acceptance is complete against the proposer — after that, too late.

Final Answer: Before communication of acceptance is complete against the proposer ⇒

Answer: (A) [Go Back to Q55](#)

Q56.

Solution

Concept — Standing (continuing) offer: A tender to supply goods as and when required is a standing offer; the principle that each order is a separate acceptance derives from *Bengal Coal Co. v. Homee Wadia & Co.*, applying s.2(a) and s.8 of the Indian Contract Act, 1872.

Step 1 — Each order is a fresh acceptance: Acceptance of the tender does not by itself create a contract for the whole quantity; rather, a binding contract arises each time an order is placed, and the standing offer may be revoked as to future orders before then. It is therefore not a single concluded contract, nor a mere invitation to treat, nor a one-sided obligation.

Tip: Standing offer = a fresh contract per order; revocable for the un-ordered balance.

Final Answer: A continuing offer accepted afresh with each order placed ⇒

Answer: (D) [Go Back to Q56](#)



Q57.

Solution

Concept — Adequacy of consideration (Explanation 2 to Section 25, Contract Act): Explanation 2 to Section 25 of the Indian Contract Act, 1872 provides that an agreement is not void merely because the consideration is inadequate where the consent is freely given.

Step 1 — Relevance of inadequacy: Adequacy is for the parties to judge, so a contract is valid even on slight consideration; however, the inadequacy of consideration may be taken into account by the court in deciding whether the promisor's consent was freely given. It neither voids the agreement automatically, nor is wholly irrelevant, nor need it match market value.

Tip: Consideration need only be real, not adequate — but gross inadequacy hints at vitiated consent.

Final Answer: Inadequacy is relevant to whether consent was freely given ⇒

[Go Back to Q57](#)

Q58.

Solution

Concept — Duty of care in negligence: The existence of a duty of care turns on reasonable foreseeability of harm and a relationship of proximity, the neighbour principle of *Donoghue v. Stevenson* as developed in *Caparo Industries v. Dickman* (foreseeability, proximity, fairness).

Step 1 — The correct test: A duty is owed where harm to a person in the plaintiff's position is reasonably foreseeable and the parties stand in sufficient proximity. The defendant's wealth, a fixed economic-loss threshold, or the presence of a contract are not the determinants of a duty in the tort of negligence.

Tip: Duty = foreseeability + proximity (+ fair, just and reasonable to impose it).

Final Answer: Reasonable foreseeability of harm coupled with proximity ⇒

[Go Back to Q58](#)



Q59.

Solution

Concept — Res ipsa loquitur: The maxim “the thing speaks for itself” is a rule of evidence in negligence, classically stated in *Byrne v. Boadle* and applied in India in *Shyam Sunder v. State of Rajasthan*.

Step 1 — Effect of the maxim: Where the instrumentality was under the defendant’s exclusive control and the accident is one that does not ordinarily occur without negligence, the court infers negligence, casting an evidentiary burden on the defendant to explain how the accident happened without his fault. It is not absolute liability, does not require the plaintiff to prove the exact act of carelessness, and does not depend on a contract.

Tip: *Res ipsa* = exclusive control + accident bespeaks negligence → burden shifts to defendant.

Final Answer: It raises an inference of negligence, shifting the burden to the defendant ⇒ C

Answer: (C) [Go Back to Q59](#)

Q60.

Solution

Concept — Nervous shock: Liability for negligently inflicted psychiatric injury requires a recognised psychiatric illness caused by a sudden shock, with foreseeability and proximity, as developed from *Dulieu v. White* and the control mechanisms in *McLoughlin v. O’Brian*.

Step 1 — Conditions for recovery: The claimant must suffer a recognisable psychiatric illness (not mere grief, fright or sorrow) brought on by a sudden shock; the risk of such injury must be reasonably foreseeable and the requisite proximity in time, space and relationship present. A stranger reading of the event later, or one with no perceptible harm, cannot recover.

Tip: No damages for grief alone — need a recognised psychiatric illness from a sudden shock.

Final Answer: A recognised psychiatric illness from a sudden, foreseeable shock ⇒ D

Answer: (D) [Go Back to Q60](#)



Q61.

Solution

Concept — Occupier's liability: An occupier owes lawful visitors a common duty of care, namely to take reasonable care to see that the visitor is reasonably safe for the purpose of his visit, the principle reflected in *Wheat v. E. Lacon & Co.* and the Occupiers' Liability framework.

Step 1 — Scope of the duty: The duty is one of reasonable care in the circumstances, not a guarantee of absolute safety, and it is not extinguished merely because entry is permissive; nor is it conditional on a written demand for warnings. Hence the duty to take reasonable care to keep the visitor reasonably safe is correct.

Tip: Occupier owes reasonable care for the visitor's safety for the purpose of the visit — not a safety guarantee.

Final Answer: Reasonable care to see the visitor is reasonably safe for the purpose of the visit ⇒

Answer: (A) [Go Back to Q61](#)

Q62.

Solution

Concept — Recovery of possession (Section 6, Specific Relief Act): Section 6 of the Specific Relief Act, 1963 gives a summary remedy to a person dispossessed without his consent otherwise than in due course of law, a possessory action discussed in *Krishna Ram Mahale v. Shobha Venkat Rao*.

Step 1 — The conditions in s.6: Such a suit must be brought within six months from the date of dispossession, and no such suit shall be brought against the Government; nor does any appeal or review lie from an order under the section. The plaintiff need not prove title — prior possession suffices. The twelve-year, three-year and thirty-day options misstate the period and the bar.

Tip: s.6 SRA = possession back on prior possession, within 6 months, not against the Government.

Final Answer: Within six months, and not against the Government ⇒

Answer: (B) [Go Back to Q62](#)



Q63.

Solution

Concept — Conditions for a special marriage: Section 4 of the Special Marriage Act, 1954 prescribes the conditions for a valid civil marriage between any two persons irrespective of religion: neither party should have a living spouse, both must be capable of consent, and the male must have completed twenty-one years and the female eighteen years of age.

Step 1 — Apply the age rule: Option (B) states the correct statutory ages. (A) understates both ages, (C) is wrong as the Act applies across religions, and (D) wrongly demands prior court sanction in every case.

Tip: Remember “21 male / 18 female” — same minimum ages as under the Prohibition of Child Marriage Act.

Final Answer: Male 21, female 18 years ⇒

[Go Back to Q63](#)

Q64.

Solution

Concept — Notice, objection and solemnisation: Under Sections 5 to 7 of the Special Marriage Act, 1954, the parties give notice to the Marriage Officer, who publishes it. Any person may object within thirty days; absent a sustained objection, the marriage may be solemnised after the thirty-day period.

Step 1 — Trace the timeline: The thirty-day window allows objections to be raised and decided. Hence (A) treating notice as a formality is wrong, (C) sixty days plus parental consent is invented, and (D) fifteen days ignoring objections is wrong.

Tip: “Notice → 30 days → solemnise” is the SMA spine.

Final Answer: After thirty days from publication if no objection upheld ⇒

[Go Back to Q64](#)



Q65.

Solution

Concept — Severance from joint family on a special marriage: Section 19 of the Special Marriage Act, 1954 provides that the marriage of a member of an undivided family who professes the Hindu, Buddhist, Sikh or Jain religion under the Act operates as his severance from that family.

Step 1 — Identify the effect: The deliberate effect is statutory severance; thus (C) is correct. (A) “no effect” is wrong, (B) becoming karta is invented, and (D) forfeiture to the State is baseless.

Tip: SMA marriage = partition-by-operation-of-law for the member.

Final Answer: He is severed from the undivided family ⇒ C

Answer: (C) [Go Back to Q65](#)

Q66.

Solution

Concept — Succession after a special marriage: Section 21 of the Special Marriage Act, 1954 provides that succession to the property of any person whose marriage is solemnised under the Act (and the issue of such marriage) is regulated by the Indian Succession Act, 1925, displacing the parties’ personal law in such a case.

Step 1 — Eliminate: (A) reverting to pre-marriage personal law is wrong, (B) HSA does not apply “in every case”, and (C) local custom is irrelevant. (D) correctly points to the Indian Succession Act, 1925.

Tip: SMA succession ⇒ think Indian Succession Act, 1925 (subject to the s.21A carve-out for two-Hindu marriages).

Final Answer: Governed by the Indian Succession Act, 1925 via s.21 ⇒ D

Answer: (D) [Go Back to Q66](#)



Q67.

Solution

Concept — Source-based succession of a female Hindu: Section 15(2)(a) of the Hindu Succession Act, 1956 carves an exception to the general order in s.15(1). Where a female Hindu dies issueless, property she *inherited from her father or mother* devolves not on the husband's heirs but upon the heirs of the father.

Step 1 — Apply the source rule: Since the property came from the father and she left no children, it returns to the heirs of the father; hence (A). (B) husband's heirs apply only to self-acquired or husband-source property, (C) and (D) are wrong.

Tip: "Property goes back to the source" — father's property to father's heirs, husband's to husband's heirs.

Final Answer: To the heirs of the father in preference to others ⇒

Answer: (A) [Go Back to Q67](#)

Q68.

Solution

Concept — General order under s.15(1): Section 15(1) of the Hindu Succession Act, 1956 lays the order of succession to a female Hindu's general property. It devolves *firstly* on the sons and daughters (including children of any predeceased son or daughter) and the husband.

Step 1 — Identify entry (a): The first set of heirs combines the children and the husband; hence (C). (A) husband's heirs and (D) father's heirs are far down the order, and (B) mother and father come only after the husband's heirs.

Tip: For a female: "children + husband first," then husband's heirs, then parents.

Final Answer: Sons, daughters (and predeceased children's issue) and the husband ⇒

Answer: (C) [Go Back to Q68](#)



Q69.

Solution

Concept — Legitimacy of children of void/voidable marriages: Section 16 of the Hindu Marriage Act, 1955 deems children of a void marriage (s.11) or annulled voidable marriage (s.12) to be legitimate. However, s.16(3) confines their property rights to the property of *their parents* and no other.

Step 1 — Eliminate: (A) treating them as illegitimate with no rights is wrong, (B) inheritance “in all respects” overstates the right, and (C) making legitimacy depend on a later valid marriage is wrong. (D) correctly states the deemed legitimacy plus the property limitation.

Tip: Legitimate child, but rights only against the *parents’* property.

Final Answer: Deemed legitimate; rights confined to parents’ property ⇒ D

Answer: (D) [Go Back to Q69](#)

Q70.

Solution

Concept — Part-performance as a defence: Section 53A of the Transfer of Property Act, 1882 protects a transferee in possession under a written contract who has performed or is willing to perform his part. The transferor (and persons claiming under him) are debarred from enforcing any right in respect of the property other than a right expressly provided by the contract.

Step 1 — Apply to the facts: Y is in possession in part-performance; X is therefore barred from evicting him. So (A) the statutory bar applies and X cannot enforce eviction. (B) full ownership does not pass, (C) Y cannot avoid the balance price, and (D) the contract is not a nullity for this purpose.

Tip: s.53A protects possession; it does not create title.

Final Answer: X is debarred from enforcing any right beyond the contract ⇒ A

Answer: (A) [Go Back to Q70](#)



Q71.

Solution

Concept — Shield, not sword: The doctrine of part-performance under Section 53A of the Transfer of Property Act, 1882 is a passive equity. It can be used only as a defence (a “shield”) to protect the transferee’s possession, and not as a cause of action (a “sword”) to claim title or recover possession.

Step 1 — Eliminate: (A) is the very opposite, (C) confuses s.53A with adverse possession, and (D) wrongly requires an oral contract whereas s.53A needs a *written* contract.

Tip: “Shield, not sword” — the classic one-liner for s.53A.

Final Answer: Operates as a shield (defence) only ⇒ B

Answer: (B) [Go Back to Q71](#)

Q72.

Solution

Concept — Lis pendens: Section 52 of the Transfer of Property Act, 1882 embodies the rule of *lis pendens* — “pending litigation, nothing new should be introduced.” A transfer during the pendency of a suit is not void; it is valid but the transferee takes the property subject to the rights declared by the court’s decree.

Step 1 — Eliminate: (A) void *ab initio* is wrong — the transfer is effective inter partes, (B) it cannot bind the court irrespective of the decree, and (D) it is not merely voidable at the transferee’s option. The correct position is that it is valid but subject to the suit’s outcome.

Tip: *Pendente lite nihil innovetur* — transfer survives but bows to the decree.

Final Answer: Valid, but the transferee takes subject to the suit’s result ⇒ C

Answer: (C) [Go Back to Q72](#)

Q73.

Solution

Concept — Fraudulent transfer: Section 53(1) of the Transfer of Property Act, 1882 provides that every transfer of immovable property made with intent to defeat or delay the creditors of the transferor is *voidable* at the option of any creditor so defeated or delayed.

Step 1 — Eliminate: (A) calling it void is wrong — it is voidable, not void; (C)



treating it as fully valid ignores the creditors' remedy; and (D) the option lies with the defeated creditor, not the transferee. Hence (B).

Tip: Fraud on creditors \Rightarrow *voidable* at the option of the cheated creditor (transfer for value to a good-faith transferee is protected).

Final Answer: Voidable at the option of the defeated creditor \Rightarrow

[Go Back to Q73](#)

Q74.

Solution

Concept — Onerous gifts: Section 127 of the Transfer of Property Act, 1882 deals with onerous gifts. Where a single gift comprising several things is made to one person, and one of the things is burdened with an obligation, the donee can take *nothing by the gift unless he accepts it fully*; he cannot pick the benefits and reject the burden.

Step 1 — Eliminate: (A) cherry-picking is exactly what s.127 forbids for a single transfer; (B) the donee is not liable beyond the property gifted; (C) discharge on acceptance is wrong. Hence (D).

Tip: "Single gift = take all or none." (Independent gifts by separate transfers can be accepted selectively.)

Final Answer: Accepting one means accepting the whole, burden included \Rightarrow

[Go Back to Q74](#)

Q75.

Solution

Concept — Separate legal personality: On incorporation a company becomes a juristic person distinct from its members and directors. The veil of incorporation ordinarily shields members and directors from personal liability for the company's debts; a creditor must establish a recognised ground for lifting the veil to reach them.

Step 1 — Identify the obstacle: The barrier the creditor faces is the separate-personality principle; hence (A). (B) *ultra vires* concerns capacity, (C) *Foss v. Harbottle* is about who may sue for wrongs to the company, and (D) constructive notice deals with the public documents.

Tip: Separate personality = the shield; lifting the veil = the exception.



Final Answer: The separate-legal-person principle ⇒

Answer: (A) [Go Back to Q75](#)

Q76.

Solution

Concept — Grounds for lifting the veil: Courts pierce the corporate veil only in exceptional cases — fraud or improper conduct, a sham or facade concealing the true facts, or evasion of a legal obligation or statute. Absent any such vice, the separate personality is respected.

Step 1 — Pick the “least likely”: (A), (B) and (C) are all classic grounds for lifting the veil. (D) describes a company simply doing its lawful business honestly — precisely the situation in which the court will *not* lift the veil.

Tip: No fraud, no facade, no evasion ⇒ veil stays intact.

Final Answer: Lawful ordinary business with no fraud or evasion ⇒

Answer: (D) [Go Back to Q76](#)

Q77.

Solution

Concept — Doctrine of indoor management: The doctrine of indoor management protects outsiders dealing in good faith with a company; they may assume that the company’s internal procedures and requirements (such as the passing of a board resolution) have been duly complied with. The doctrine originates in *Royal British Bank v. Turquand* (1856).

Step 1 — Match the case: (A) *Turquand* is the source of the indoor-management rule. (B) *Salomon* is on separate personality, (C) *Foss v. Harbottle* on derivative actions, and (D) *Derry v. Peek* on fraudulent misrepresentation.

Tip: Indoor management = the “Turquand rule.”

Final Answer: *Royal British Bank v. Turquand* ⇒

Answer: (A) [Go Back to Q77](#)



Q78.

Solution

Concept — Exceptions to indoor management: The protection of the *Turquand* rule is lost where: the outsider had actual knowledge of the irregularity; the circumstances were suspicious and ought to have put him on inquiry; the act was beyond apparent authority and he had notice; or there was forgery (a nullity).

Step 1 — Find the non-exception: (A), (B) and (C) are all recognised exceptions that defeat the outsider. (D) describes an honest outsider simply assuming an internal resolution was passed — that is the very core of the protection, not an exception. Hence (D).

Tip: Knowledge, suspicion, want of authority, forgery = exceptions; honest assumption = protected.

Final Answer: Honest assumption of an internal resolution is not an exception ⇒

Answer: (D) [Go Back to Q78](#)

Q79.

Solution

Concept — Who is a “workman”: Section 2(s) of the Industrial Disputes Act, 1947 defines “workman” but expressly excludes persons employed mainly in a managerial or administrative capacity, and those in a supervisory capacity drawing wages above the statutory limit.

Step 1 — Apply the exclusion: The person described falls squarely within the excluded categories; hence (B). (A) “always a workman” ignores the exclusions, (C) trade-union membership is irrelevant, and (D) he is not automatically an “employer.”

Tip: Managerial/administrative = out; supervisory = out only above the wage ceiling.

Final Answer: Excluded from the definition of “workman” ⇒

Answer: (B) [Go Back to Q79](#)



Q80.

Solution

Concept — Lay-off: Section 2(kkk) of the Industrial Disputes Act, 1947 defines “lay-off” as the failure, refusal or inability of an employer to give employment to a workman on the muster rolls, due to shortage of coal, power or raw materials, accumulation of stocks, breakdown of machinery, natural calamity or any connected reason.

Step 1 — Eliminate: (A) misconduct after inquiry is dismissal, not lay-off; (B) superannuation is retirement; (D) abandonment is the workman’s act. Hence (C), the economic/physical causes.

Tip: Lay-off = temporary, employer’s inability for reasons beyond punishment; the workman stays on the rolls.

Final Answer: Shortage of materials, power, breakdown, calamity, etc. ⇒

Answer: (C) [Go Back to Q80](#)

Q81.

Solution

Concept — Conditions precedent to retrenchment: Section 25F of the Industrial Disputes Act, 1947 makes valid retrenchment of a workman with one year’s continuous service conditional on (i) one month’s notice in writing (or wages in lieu) and (ii) retrenchment compensation of fifteen days’ average pay for every completed year of continuous service.

Step 1 — Eliminate: (A) consent of other workmen and (D) trade-union approval are not statutory conditions; (C) three years’ wages in all cases is wrong. Hence (B), the notice-plus-compensation formula.

Tip: Retrenchment math: “15 days’ pay × each completed year + one month’s notice.”

Final Answer: One month’s notice/pay and 15 days’ pay per completed year ⇒

Answer: (B) [Go Back to Q81](#)



Q82.

Solution

Concept — Legality of strikes in public utilities: Section 22 of the Industrial Disputes Act, 1947 imposes special pre-conditions for strikes and lockouts in public utility services, including prior notice within the prescribed period. A strike in breach of these requirements is illegal under Section 24.

Step 1 — Apply: The strike was begun without the mandatory notice, so it is illegal; hence (C). (A) the right to strike is not absolute, (B) majority participation is irrelevant to legality, and (D) the strike is not merely “irregular.”

Tip: No notice in a public utility service = illegal strike.

Final Answer: Illegal for breach of the s.22 notice requirement ⇒

Answer: (C) [Go Back to Q82](#)

Q83.

Solution

Concept — Closure: Section 2(cc) of the Industrial Disputes Act, 1947 defines “closure” as the permanent closing down of a place of employment or part of it. This distinguishes it from lay-off (temporary) and retrenchment (termination of an individual workman).

Step 1 — Eliminate: (A) temporary stoppage is lay-off, (B) termination of an individual is retrenchment, and (C) temporary refusal to employ is again lay-off. Hence (D), permanent closing down.

Tip: Closure = permanent shutdown of the establishment, not of one workman.

Final Answer: Permanent closing down of the place of employment ⇒

Answer: (D) [Go Back to Q83](#)

Q84.

Solution

Concept — Unfair labour practices: The Fifth Schedule to the Industrial Disputes Act, 1947 (read with s.2(ra) and s.25T) lists unfair labour practices. Item including engaging workmen as badlis, casuals or temporaries and continuing them as such for years to deny them the status and benefits of permanent workmen is a listed unfair labour practice by the employer.

Step 1 — Eliminate: (B) “managerial prerogative”, (C) lockout and (D) strike are



all off the mark. The deliberate denial of permanency is squarely an unfair labour practice; hence (A).

Tip: Perpetual “temporary” status to dodge permanency = unfair labour practice.

Final Answer: An unfair labour practice by the employer ⇒ A

Answer: (A) [Go Back to Q84](#)

Q85.

Solution

Concept — Product liability: Sections 82 to 87 of the Consumer Protection Act, 2019 introduce product-liability actions. A complainant may claim compensation from a product manufacturer, product seller or product service provider for harm caused by a defective product or deficient service, covering manufacturing defects, design defects and inadequate warnings or instructions.

Step 1 — Eliminate: (B) purely commercial B2B loss falls outside “consumer” protection, (C) mere delay without defect or harm is not product liability, and (D) breach of an arbitration clause is unrelated. Hence (A).

Tip: Product liability = harm from a defective product or deficient service.

Final Answer: Harm from a defective product or deficient service ⇒ A

Answer: (A) [Go Back to Q85](#)

Q86.

Solution

Concept — E-commerce duties: The Consumer Protection (E-Commerce) Rules, 2020, framed under the Consumer Protection Act, 2019, impose duties on e-commerce entities — to appoint a grievance officer, display contact details for complaints, provide a redressal mechanism and refrain from unfair trade practices.

Step 1 — Eliminate: (A) refusing complaints, (C) hidden cancellation charges and (D) blanket “mere intermediary” immunity all violate the Rules. Hence (B), the grievance-officer-plus-fair-practice duty.

Tip: E-commerce entity ⇒ grievance officer + transparency + no unfair practices.

Final Answer: Appoint a grievance officer and avoid unfair practices ⇒ B

Answer: (B) [Go Back to Q86](#)



Q87.

Solution

Concept — Unfair contracts: Section 2(46) of the Consumer Protection Act, 2019 defines an “unfair contract” as one causing a significant change in consumer rights — such as excessive security deposits or disproportionate penalties for breach. Under Section 49 (and s.59) the State Commission or National Commission may declare such a term null and void.

Step 1 — Eliminate: (A) “immune from review” is wrong, (B) reducing it to a mere unfair trade practice with no remedy is wrong, and (D) selective enforceability is invented. Hence (C).

Tip: 2019 Act armed the Commissions to strike down “unfair contract” terms — a new power over one-sided clauses.

Final Answer: An “unfair contract” term the Commission may declare void ⇒ C

Answer: (C) [Go Back to Q87](#)

Q88.

Solution

Concept — Maintenance of a child of a void marriage: Section 16 of the Hindu Marriage Act, 1955 deems children of a void marriage legitimate. As a legitimate child, the minor is entitled to be maintained by the father, the obligation being reinforced by s.20 of the Hindu Adoptions and Maintenance Act, 1956 and s.125 CrPC / s.144 BNSS.

Step 1 — Eliminate: (A) denying maintenance because the marriage is void ignores s.16; (B) a five-year cap is invented; (C) shifting the burden solely to the mother is wrong. Hence (D).

Tip: Void marriage may fail, but the innocent child’s legitimacy and maintenance survive.

Final Answer: Deemed legitimate under s.16, the child is entitled to maintenance from the father ⇒ D

Answer: (D) [Go Back to Q88](#)



Q89.

Solution

Concept — Part I vs Part II of the 1996 Act: Part I (ss.2–43) applies to arbitrations *seated in India*, while Part II (ss.44–60) governs the recognition and enforcement of *foreign awards*. The setting-aside remedy in Section 34 lives in Part I, so it does not reach an award made at a foreign seat. This seat-centric scheme was settled in *Bharat Aluminium Co. v. Kaiser Aluminium (BALCO)* (2012).

Step 1 — Apply to a Singapore seat: As the seat is Singapore, Part I (and therefore s.34) is excluded; the award can only be resisted at the enforcement stage under Part II. Options (A), (C) and (D) misstate the scheme.

Tip: Seat in India ⇒ Part I (s.34 challenge); seat abroad ⇒ Part II (enforcement only).

Final Answer: Part II governs; s.34 cannot set aside a foreign-seated award ⇒ B

Answer: (B) [Go Back to Q89](#)

Q90.

Solution

Concept — Seat versus Venue: The “seat” of arbitration fixes the curial (procedural) law and the supervisory jurisdiction of courts, whereas the “venue” is merely the physical place chosen for convenience of hearings. The distinction was firmly drawn in *BALCO* (2012) and reiterated in *BGS SGS Soma JV v. NHPC* (2019).

Step 1 — Apply to the clause: The clause designates London as the *seat*; hearings in New Delhi are only the *venue*. Hence London courts have supervisory jurisdiction and Indian courts do not acquire it merely because hearings occurred in India. Options (A), (B) and (D) confuse venue with seat.

Tip: A named “seat” acts like an exclusive jurisdiction clause; convenience hearings elsewhere do not shift it.

Final Answer: The London seat fixes supervisory jurisdiction; New Delhi is only the venue ⇒ C

Answer: (C) [Go Back to Q90](#)



Q91.

Solution

Concept — New York Convention Awards: Part II, Chapter I of the Arbitration and Conciliation Act, 1996 (Sections 44–49) gives effect to the New York Convention. A “foreign award” under Section 44 is one made in a Convention country notified by the Central Government as a reciprocating territory; Sections 47–49 govern its enforcement as a decree.

Step 1 — Match the provision: A New York Convention award is enforced under ss.44–49, not under the Geneva Convention provisions (ss.53–60), nor under s.36 (domestic awards), nor under ss.34/37 (setting aside and appeals).

Tip: New York Convention ⇒ ss.44–49; Geneva Convention ⇒ ss.53–60.

Final Answer: Sections 44 to 49 of Part II, Chapter I ⇒ D

Answer: (D) [Go Back to Q91](#)

Q92.

Solution

Concept — Public Policy and Foreign Awards (s.48): Enforcement of a New York Convention award may be refused under Section 48(2)(b) if it is contrary to the public policy of India, but this ground is construed *narrowly*. The Explanation confines it to fraud/corruption, fundamental policy of Indian law and basic notions of morality or justice. *Shri Lal Mahal v. Progetto Grano* (2014) held there is no review on the merits, and “patent illegality” does not apply to foreign awards (only to domestic ones under s.34(2A)).

Step 1 — Eliminate the wide options: (B), (C) and (D) would let the enforcing court re-open the merits or import the domestic patent-illegality test, which the Act and *Shri Lal Mahal* forbid.

Tip: For foreign awards, “public policy” is narrow and merits-free; patent illegality is reserved for domestic awards.

Final Answer: The ground is narrow, with no merits review and no patent-illegality test ⇒ A

Answer: (A) [Go Back to Q92](#)



Q93.

Solution

Concept — Interim Relief for Foreign-Seated Arbitration: The proviso to Section 2(2) of the Arbitration and Conciliation Act, 1996 (added in 2015) extends Sections 9, 27 and 37(1)(a)/(3) to international commercial arbitrations *even where the seat is outside India*, unless the parties agree to the contrary. Thus an Indian court may grant interim protection under Section 9 in aid of a foreign-seated arbitration. This restored the position approved in *Bhatia International* (after *BALCO*) through statutory amendment.

Step 1 — Identify the source: Section 17 is the tribunal's power, s.27 is only about evidence; the enabling court power is s.9 through the proviso to s.2(2). Option (D) wrongly denies any assistance.

Tip: Proviso to s.2(2) keeps s.9 alive for foreign-seated arbitrations unless expressly excluded.

Final Answer: The proviso to s.2(2) makes s.9 interim relief available ⇒ B

Answer: (B) [Go Back to Q93](#)

Q94.

Solution

Concept — Enforceability of a Mediated Settlement (Mediation Act, 2023): Under Section 27 of the Mediation Act, 2023 a mediated settlement agreement (other than one in a court-referred or other specially-governed mediation) is final and binding and is enforceable in the same manner as if it were a judgment, decree or order of a court under the Code of Civil Procedure, 1908. The Act thereby gives the settlement direct enforceability without a separate suit.

Step 1 — Reject the weak options: (A) and (D) deny binding force, and (B) wrongly insists on prior conversion into a decree before any effect; all contradict the enforcement scheme of the 2023 Act.

Tip: Mediation Act 2023 ⇒ a signed settlement is enforceable like a court decree.

Final Answer: It is final, binding and enforceable as a court decree under the CPC ⇒ C

Answer: (C) [Go Back to Q94](#)



Q95.

Solution

Concept — Confidentiality in Mediation: Section 22 of the Mediation Act, 2023 mandates that mediation communications, admissions, proposals and the conduct of parties remain confidential, and Section 23 makes such communications inadmissible as evidence in any subsequent judicial or arbitral proceeding (subject to narrow statutory exceptions). This protects candour during the process.

Step 1 — Apply to the facts: The failed admissions and settlement proposals cannot be led in the later court proceeding. Options (A), (B) and (D) all dilute or wrongly terminate the statutory privilege.

Tip: “Without prejudice” is the spirit of mediation; failed-process disclosures stay out of court.

Final Answer: Mediation communications are confidential and generally inadmissible ⇒

Answer: (C) [Go Back to Q95](#)

Q96.

Solution

Concept — Designation of Senior Advocates (s.16): Section 16 of the Advocates Act, 1961 divides advocates into senior advocates and other advocates, and empowers the Supreme Court or a High Court to designate an advocate as a senior advocate, with his consent, on account of ability, standing at the Bar or special knowledge or experience. Section 16(3) and the BCI Rules impose attendant restrictions (such as not appearing without a junior). The designation criteria were structured in *Indira Jaising v. Supreme Court of India* (2017).

Step 1 — Eliminate distractors: Section 30 is the right to practise, s.24 lists qualifications for admission, and s.49 is the general rule-making power; none deals with the senior-advocate status and its restrictions.

Tip: “Senior advocate + restrictions” always points to s.16 read with the BCI Rules.

Final Answer: Section 16 governs designation of senior advocates and the attendant restrictions ⇒

Answer: (A) [Go Back to Q96](#)



Q97.

Solution

Concept — Bar on Advertising and Solicitation: Rule 36 of the Bar Council of India Rules (Standards of Professional Conduct and Etiquette, framed under s.49 of the Advocates Act, 1961) forbids an advocate from soliciting work or advertising, whether directly or indirectly, through touts, circulars, advertisements, interviews or personal communications. Hoardings and pamphlets touting “guaranteed results” squarely breach this rule.

Step 1 — Test the options: (A) wrongly elevates advertising to a fundamental right, (C) ignores the ethical dimension, and (D) invents a non-existent seniority threshold. Only (B) states the governing norm.

Tip: Legal practice is a profession, not a trade; Rule 36 keeps soliciting and advertising out.

Final Answer: It violates Rule 36 of the BCI Rules barring advertising/solicitation ⇒ B

Answer: (B) [Go Back to Q97](#)

Q98.

Solution

Concept — Duty to Render Legal Aid: The right to free legal aid flows from Article 39A (directive principle) read with Article 21 of the Constitution, recognised in *Hussainara Khatoon v. State of Bihar* (1979) and *M.H. Hoskot v. State of Maharashtra* (1978). The advocate’s professional ethics reinforce this by casting a duty to assist in providing legal aid to the poor and the accused who cannot afford counsel.

Step 1 — Eliminate distractors: (A) reduces it to optional charity, (B) limits it to paying clients, and (C) postpones it to after conviction; all contradict the constitutional guarantee, which operates from the trial stage.

Tip: Free legal aid is a facet of fair trial under Art.21 read with Art.39A.

Final Answer: A duty rooted in Arts.39A and 21, reinforced by professional obligation ⇒ D

Answer: (D) [Go Back to Q98](#)



Q99.

Solution

Concept — Truth as a Defence to Contempt: Section 13(b) of the Contempt of Courts Act, 1971 (inserted by the 2006 Amendment) permits the court to allow justification by truth as a valid defence in contempt proceedings if it is satisfied that it is in the public interest and the request for invoking the defence is bona fide. Truth is thus a qualified, not absolute, defence.

Step 1 — Apply to the plea: The litigant pleads truth plus public interest, which is exactly the gateway Section 13(b) opens. Options (A) and (B) wrongly treat contempt as absolute, and (C) invents a consent requirement.

Tip: Post-2006, truth + public interest + bona fides can justify an otherwise contemptuous statement.

Final Answer: It may be a valid defence under Section 13(b) (truth in public interest) ⇒

Answer: (D) [Go Back to Q99](#)

Q100.

Solution

Concept — Innocent Publication (s.3): Section 3 of the Contempt of Courts Act, 1971 protects a person who publishes any matter that interferes with a pending proceeding if, at the time of publication, he had no reasonable grounds for believing that the proceeding was pending. A like protection covers innocent distribution. This shields bona fide reporting done without knowledge of pendency.

Step 1 — Apply to the newspaper: As the report was published in the ordinary course with no knowledge that the matter was pending, the s.3 defence of innocent publication is available. Options (B), (C) and (D) deny or distort this statutory defence.

Tip: “No reasonable grounds to believe the case was pending” is the key to the s.3 defence.

Final Answer: Section 3 gives a defence of innocent publication absent knowledge of pendency ⇒

Answer: (A) [Go Back to Q100](#)



Answer Key

Q	Ans	Q	Ans	Q	Ans	Q	Ans	Q	Ans
1	B	2	C	3	B	4	A	5	B
6	C	7	A	8	D	9	C	10	A
11	B	12	C	13	D	14	A	15	A
16	D	17	C	18	B	19	D	20	A
21	B	22	C	23	C	24	B	25	D
26	A	27	B	28	C	29	A	30	B
31	C	32	C	33	A	34	B	35	D
36	A	37	A	38	D	39	C	40	D
41	B	42	A	43	B	44	D	45	D
46	A	47	B	48	C	49	D	50	B
51	C	52	D	53	A	54	C	55	A
56	D	57	C	58	B	59	C	60	D
61	A	62	B	63	B	64	A	65	C
66	D	67	A	68	C	69	D	70	A
71	B	72	C	73	B	74	D	75	A
76	D	77	A	78	D	79	B	80	C
81	B	82	C	83	D	84	A	85	A
86	B	87	C	88	D	89	B	90	C
91	D	92	A	93	B	94	C	95	C
96	A	97	B	98	D	99	D	100	A

