

AIBE Sample Paper – 9

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.** In *M. Nagaraj v. Union of India* (2006) a Constitution Bench upheld the validity of the constitutional amendments enabling reservation in promotion under Article 16(4A). The Court held that before extending reservation in promotion to Scheduled Castes and Scheduled Tribes, the State must:
- (A) Provide such reservation automatically without any preconditions
 - (B) Obtain the prior sanction of Parliament in every individual case
 - (C) Collect quantifiable data showing backwardness of the class, inadequacy of representation in the service, and maintenance of administrative efficiency
 - (D) Abolish the carry-forward of unfilled vacancies altogether



- Q2.** In *Jarnail Singh v. Lachhmi Narain Gupta* (2018) the Supreme Court revisited the requirements laid down in *M. Nagaraj* for reservation in promotion. Which of the following did the Court hold?
- (A) The State must additionally collect quantifiable data on the backwardness of Scheduled Castes and Scheduled Tribes
 - (B) The collection of quantifiable data on backwardness of Scheduled Castes and Scheduled Tribes is not required, but the creamy-layer principle applies to exclude its advanced members
 - (C) Reservation in promotion is wholly unconstitutional and *Nagaraj* stands overruled in entirety
 - (D) The creamy-layer concept can never apply to Scheduled Castes and Scheduled Tribes
- Q3.** Article 16(4B), inserted by the Constitution (Eighty-first Amendment) Act, 2000, deals with unfilled reserved vacancies of a year that are carried forward to succeeding years. Its principal effect is that such carried-forward vacancies:
- (A) Lapse permanently and can never be filled by reservation
 - (B) Must be filled only by general-category candidates
 - (C) Convert all reserved posts into unreserved posts after one year
 - (D) Are to be treated as a separate class of vacancies and are not counted together with the vacancies of the year in which they are filled for the fifty per cent ceiling
- Q4.** Article 15(3) of the Constitution contains an enabling provision that operates as an exception to the general guarantee of non-discrimination. It permits the State to:
- (A) Make any special provision for women and children
 - (B) Reserve seats in legislatures for religious minorities
 - (C) Levy a tax exclusively on members of a particular caste
 - (D) Restrict the movement of citizens between States



- Q5.** Article 15(5), inserted by the Constitution (Ninety-third Amendment) Act, 2005, enables the State to make special provisions for the advancement of socially and educationally backward classes and the Scheduled Castes and Scheduled Tribes in matters of admission to educational institutions. This clause applies to:
- (A) Only State-run educational institutions
 - (B) Educational institutions, whether aided or unaided by the State, except the minority institutions referred to in Article 30(1)
 - (C) Only minority educational institutions under Article 30(1)
 - (D) Industrial and commercial establishments alone
- Q6.** In *Janhit Abhiyan v. Union of India* (2022) the Supreme Court upheld the Constitution (One Hundred and Third Amendment) Act, 2019, which introduced reservation for the economically weaker sections. The reservation for economically weaker sections is provided under:
- (A) Articles 15(6) and 16(6)
 - (B) Article 15(4) alone
 - (C) Article 16(4A)
 - (D) Article 17
- Q7.** One of the principal grounds on which the economically weaker sections reservation under the 103rd Amendment was challenged in *Janhit Abhiyan* was that it breached the fifty per cent ceiling on total reservation. On this point the majority held that:
- (A) The fifty per cent ceiling is an inflexible limit that can never be crossed in any circumstance
 - (B) The amendment is void because economic criteria can never be the sole basis of reservation
 - (C) The economically weaker sections reservation is a separate quota carved out of the general category, and the fifty per cent ceiling laid down for the backward classes is not inviolable so as to invalidate it



(D) The amendment converts reservation into a permanent fundamental right

Q8. Article 16(4A) permits reservation in matters of promotion, with consequential seniority, in favour of:

(A) All socially and educationally backward classes

(B) The economically weaker sections only

(C) Women and children only

(D) The Scheduled Castes and the Scheduled Tribes which, in the opinion of the State, are not adequately represented in the services under the State

Q9. The economically weaker sections reservation introduced by the 103rd Amendment, as upheld in *Janhit Abhiyan*, excludes from its benefit:

(A) The classes already covered by reservation under Articles 15(4), 15(5) and 16(4), namely the backward classes and the Scheduled Castes and Scheduled Tribes

(B) Only members of religious minorities

(C) Only residents of metropolitan cities

(D) No class of persons at all

Q10. Article 19(1)(c) guarantees to all citizens the right to form associations or unions. The right to form an association, as interpreted by the courts, carries with it the corollary that:

(A) Citizens have a fundamental right that the association, once formed, must be recognised by the State and granted whatever it demands

(B) Citizens have the right to form an association and also the negative right not to be compelled to join or remain a member of any association

(C) The right to form a union includes a fundamental right to declare and carry on a strike



(D) No reasonable restriction may ever be imposed upon this freedom

Q11. The freedom to form associations or unions under Article 19(1)(c) may be subjected to reasonable restrictions by the State. Under Article 19(4), such restrictions may be imposed in the interests of:

- (A) The economic interests of a single industry only
- (B) The convenience of the executive alone
- (C) The sovereignty and integrity of India, public order or morality
- (D) Maintaining the secrecy of cabinet deliberations

Q12. Articles 19(1)(d) and 19(1)(e) guarantee, respectively, the right to move freely throughout the territory of India and the right to reside and settle in any part of the territory of India. Under Article 19(5) these freedoms may be restricted:

- (A) Only by an Act of a State Legislature and never by Parliament
- (B) Solely on grounds of defamation and contempt of court
- (C) Only during a Proclamation of Emergency
- (D) In the interests of the general public or for the protection of the interests of any Scheduled Tribe

Q13. The freedoms of movement and of residence and settlement guaranteed by Article 19(1)(d) and (e) are available only to:

- (A) Citizens of India
- (B) All persons, including foreigners
- (C) Corporations and companies
- (D) Persons holding public office only

Q14. Article 22 distinguishes between the rights available on an ordinary arrest and the safeguards in cases of preventive detention. Clauses (1) and (2) of Article 22, dealing with ordinary arrest, guarantee that an arrested person:



- (A) Has no right to consult a legal practitioner of his choice
- (B) Shall be informed of the grounds of arrest, be allowed to consult and be defended by a legal practitioner of his choice, and be produced before the nearest Magistrate within twenty-four hours
- (C) May be detained indefinitely without being produced before a court
- (D) Is entitled to be released on bail in every case as a matter of right

Q15. The protections in clauses (1) and (2) of Article 22, namely the right to be informed of the grounds of arrest, the right to legal representation, and the right to be produced before a Magistrate within twenty-four hours, do NOT apply to:

- (A) Any person arrested for a cognizable offence
- (B) A person arrested under a warrant issued by a court
- (C) A person arrested or detained under any law providing for preventive detention, and an enemy alien
- (D) A person arrested for a bailable offence

Q16. Under the preventive-detention safeguards in clauses (4) to (7) of Article 22, where a person is detained under a law of preventive detention, the maximum period for which he may ordinarily be detained without obtaining the opinion of an Advisory Board is:

- (A) Twenty-four hours
- (B) Three months
- (C) One year
- (D) Two years

Q17. Article 31A, a saving provision, protects from challenge under Articles 14 and 19 certain laws, in particular laws providing for the acquisition by the State of any estate or the modification of rights therein. The principal object of Article 31A was to immunise:

- (A) Laws abolishing untouchability



- (B) Laws regulating freedom of the press
- (C) Laws creating new High Courts
- (D) Laws relating to agrarian reform and the abolition of the zamindari system

Q18. Article 31B, read with the Ninth Schedule, was inserted by the Constitution (First Amendment) Act, 1951. The effect of placing a statute in the Ninth Schedule was originally that the statute:

- (A) Could not be deemed void on the ground that it was inconsistent with or took away any of the fundamental rights conferred by Part III
- (B) Would automatically lapse after ten years
- (C) Became immune even from amendment by Parliament
- (D) Was rendered superior to the Constitution itself

Q19. Article 31C, in its original form, saved laws giving effect to the Directive Principles in Articles 39(b) and 39(c) from challenge on the ground of violation of Articles 14 and 19. In *Minerva Mills v. Union of India* (1980) the Supreme Court struck down the expansion of Article 31C, holding that:

- (A) Article 31C in its entirety is unconstitutional
- (B) The Directive Principles are wholly subordinate to Fundamental Rights in every respect
- (C) The extension of the protection of Article 31C to laws implementing all the Directive Principles destroyed the balance between Fundamental Rights and Directive Principles and was therefore void, the narrower original protection for Articles 39(b) and (c) surviving
- (D) Article 31C applies only to laws enacted before 1971

Part B: Criminal Law



- Q20.** The offence of criminal conspiracy is defined in Section 120A IPC. Reading Section 120A with its proviso, where the agreement is to commit an offence, the agreement itself amounts to a criminal conspiracy and:
- (A) No overt act beyond the agreement need be proved
 - (B) An overt act in furtherance of the agreement must always be proved before the conspiracy is complete
 - (C) The conspiracy is complete only when the substantive offence is actually committed
 - (D) At least three persons must be shown to be parties to the agreement
- Q21.** Where the object of an agreement is the doing of an act which is not itself an offence but is unlawful by other means, Section 120A IPC treats it as a criminal conspiracy only if:
- (A) The unlawful object is later abandoned by the parties
 - (B) Some act besides the agreement is done by one or more parties in pursuance of the agreement
 - (C) A written memorandum of the agreement exists
 - (D) The act is one punishable with death or imprisonment for life
- Q22.** In a conspiracy prosecution direct proof of the agreement is rarely available. The settled mode of proof, recognised in *State of Tamil Nadu v. Nalini* and *Kehar Singh v. State (Delhi Admn.)*, is that the agreement:
- (A) Must be established only by a signed confession of each conspirator
 - (B) Is conclusively presumed once an FIR alleging conspiracy is registered
 - (C) May be inferred from the circumstances and the conduct of the accused, the existence of the conspiracy being a matter of inference from proved facts
 - (D) Cannot be proved by circumstantial evidence at all



- Q23.** Section 149 IPC fastens vicarious liability on every member of an unlawful assembly. The so-called “second part” of Section 149 makes a member liable for an offence committed by another member where the offence:
- (A) Was such as the members knew to be likely to be committed in prosecution of the common object
 - (B) Was the very offence which the common object was to commit
 - (C) Was committed after the assembly had dispersed
 - (D) Was committed by a person who was not a member of the assembly
- Q24.** Five persons form an unlawful assembly with the common object of forcibly evicting a tenant. During the eviction one member, whom the others knew to be armed, fatally stabs the tenant who resists. Applying Section 149 IPC, the liability of the other members for the death is best explained by:
- (A) The first part of Section 149, the killing being the common object itself
 - (B) Section 34 alone, requiring a prearranged plan to kill
 - (C) No liability, since only the actual assailant can be punished for the death
 - (D) The second part of Section 149, the killing being an offence the members knew to be likely in prosecution of the common object
- Q25.** Abetment under Section 107 IPC may be by instigation, by conspiracy, or by intentional aiding. The distinction between abetment by conspiracy under Section 107 and the substantive offence of criminal conspiracy under Section 120A is that:
- (A) They are identical and interchangeable in every case
 - (B) Abetment by conspiracy under the Second clause of Section 107 requires that an act or illegal omission take place in pursuance of the conspiracy, whereas under Section 120A the bare agreement to commit an offence is itself punishable



- (C) Criminal conspiracy under Section 120A always requires a completed offence, while abetment does not
- (D) Abetment by conspiracy can never be committed by words alone

Q26. A merely advises and encourages B to commit a theft, and the theft is committed. A is sought to be made liable. The form of abetment most accurately attracted is:

- (A) Abetment by intentional aiding under the Third clause of Section 107
- (B) Abetment by conspiracy under the Second clause of Section 107
- (C) Abetment by instigation under the First clause of Section 107
- (D) No abetment, since words of advice are never instigation

Q27. Criminal intimidation is defined in Section 503 IPC. The essence of the offence is a threat of injury to a person, reputation or property, made with intent to:

- (A) Cause alarm, or to cause that person to do an act he is not legally bound to do, or to omit an act he is legally entitled to do, as the means of avoiding the threat
- (B) Merely express anger without any further object
- (C) Obtain a lawful debt by lawful means
- (D) Defame the person in the eyes of the public

Q28. Section 506 IPC prescribes punishment for criminal intimidation. The aggravated punishment under the second part of Section 506 applies where the threat is to cause:

- (A) Any injury whatsoever, however slight
- (B) Loss of employment only
- (C) A mere apprehension of a civil suit



(D) Death or grievous hurt, or destruction of property by fire, or an offence punishable with death or life imprisonment, or an imputation of unchastity to a woman

Q29. The distinction between preparation and an attempt to commit an offence turns on the proximity of the act to the intended crime. A buys poison intending to murder B but is arrested before he administers or even mixes it. Applying the law of attempt, A's act amounts to:

- (A) A punishable attempt to murder under Section 307 IPC
- (B) A completed offence of murder
- (C) Mere preparation, which is not generally punishable, the act not having moved beyond preparation towards commission
- (D) Criminal conspiracy under Section 120B

Q30. A, intending to murder B, loads and points a firearm at B and pulls the trigger, but the weapon misfires and B is unhurt. Which proposition correctly states A's liability?

- (A) Only preparation, since B suffered no injury
- (B) No offence, the gun having misfired
- (C) Criminal intimidation under Section 506 only
- (D) An attempt to murder under Section 307 IPC, the act having gone beyond preparation to the last act within A's power towards the commission of the offence

Q31. Under the Code of Criminal Procedure, 1973, the classification of cases into summons-cases and warrant-cases determines the trial procedure. A "warrant-case" is defined in Section 2(x) CrPC as a case relating to an offence:

- (A) Punishable with death, imprisonment for life, or imprisonment exceeding two years
- (B) Punishable only with fine



- (C) Triable exclusively by a Magistrate of the first class
- (D) Compoundable without the permission of the court

Q32. A key procedural difference between the trial of a summons-case and a warrant-case under the CrPC is that:

- (A) In a summons-case a formal charge is framed, whereas in a warrant-case only the substance of the accusation is stated
- (B) In a warrant-case a formal charge is framed and the accused is given the opportunity to cross-examine, whereas in a summons-case the substance of the accusation is stated to the accused without framing a formal charge
- (C) Both procedures are identical in every respect
- (D) A summons-case can never end in conviction

Q33. When a person is required by a court or police officer to execute a bond for his appearance, Section 440 CrPC provides that the amount of every bond:

- (A) Must be fixed at the maximum the accused can afford
- (B) Is always a fixed statutory sum irrespective of the case
- (C) Need not be in writing
- (D) Shall be fixed with due regard to the circumstances of the case and shall not be excessive

Q34. Under Section 441 CrPC, before a person is released on bail or on his own bond, a bond for a sufficient amount shall be executed:

- (A) By the investigating officer on behalf of the accused
- (B) By such person, and, when so required, by one or more sufficient sureties, conditioned for his attendance before the court at the time and place mentioned in the bond
- (C) By the complainant guaranteeing the accused's conduct



(D) Only after the trial has concluded

Q35. Section 320 CrPC permits the compounding of certain offences. In respect of the offences listed in the table to sub-section (2), the compounding requires:

(A) No party's consent at all

(B) The sanction of the State Government in every case

(C) The permission of the court before which any prosecution for such offence is pending

(D) The unanimous consent of all the accused jointly tried

Q36. Under Section 320 CrPC, certain offences may be compounded by the aggrieved party without the permission of the court. Which of the following is such a freely compoundable offence?

(A) Voluntarily causing grievous hurt under Section 325 IPC

(B) Criminal breach of trust under Section 406 IPC

(C) Theft under Section 379 IPC

(D) Defamation under Section 500 IPC

Q37. A is convicted by a Court of Session and sentenced to seven years' rigorous imprisonment. He wishes to challenge his conviction and sentence on facts and law. The appropriate forum and provision for his appeal is:

(A) A revision to the Sessions Judge under Section 397 CrPC

(B) An appeal to the Court of Session under Section 374(3) CrPC

(C) An appeal to the High Court under Section 374(2) CrPC

(D) A reference to the High Court under Section 395 CrPC

Q38. The revisional jurisdiction of the High Court and the Sessions Court under Sections 397 to 401 CrPC differs from appellate jurisdiction in that, in revision, the court:



- (A) Re-appreciates the entire evidence and substitutes its own findings of fact as a matter of course
- (B) Has no power to call for the record of the lower court
- (C) Can be invoked only by the State and never by a private party
- (D) Examines the correctness, legality or propriety of the order and the regularity of the proceedings, and ordinarily does not convert an acquittal into a conviction

Q39. Section 27 of the Indian Evidence Act, 1872, is an exception to Sections 25 and 26. Information received from an accused in custody is admissible under Section 27 only:

- (A) In its entirety, including any confession of guilt accompanying it
- (B) So much of the information as relates distinctly to the fact thereby discovered, whether it amounts to a confession or not
- (C) Only if it is recorded by a Magistrate
- (D) Only where the accused signs the disclosure statement

Q40. The leading exposition of the scope and limits of Section 27 of the Indian Evidence Act, confining its operation to that part of the statement which distinctly relates to the fact discovered, is found in:

- (A) *Pulukuri Kottaya v. Emperor*
- (B) *Aghnoo Nagesia v. State of Bihar*
- (C) *Nandini Satpathy v. P.L. Dani*
- (D) *Selvi v. State of Karnataka*

Q41. Section 30 of the Indian Evidence Act, 1872, deals with the confession of a co-accused. The settled position regarding such a confession is that it:

- (A) Is substantive evidence on which a conviction may rest by itself



- (B) Is not “evidence” as defined in Section 3 and can only be taken into consideration to lend assurance to other evidence; it cannot form the sole basis of conviction
- (C) Binds the co-accused conclusively
- (D) Is wholly inadmissible against any person

Q42. Section 30 of the Indian Evidence Act permits a confession of one accused to be taken into consideration against a co-accused only when:

- (A) They are being tried jointly for the same offence and the confession affects both the maker and the co-accused
- (B) They are tried separately in different trials
- (C) The co-accused has already been acquitted
- (D) The confession is made to a police officer during investigation

Q43. Section 133 of the Indian Evidence Act declares an accomplice to be a competent witness, and a conviction is not illegal merely because it proceeds upon his uncorroborated testimony. Read with the illustration to Section 114(b), the rule of prudence is that:

- (A) Accomplice evidence must always be rejected as worthless
- (B) An accomplice is an incompetent witness
- (C) Although conviction on uncorroborated accomplice testimony is legally permissible, the court may presume an accomplice unworthy of credit unless corroborated in material particulars
- (D) Corroboration of an accomplice must come only from another accomplice

Q44. The corroboration required as a matter of prudence to support the testimony of an approver or accomplice must, according to the settled rule, be:

- (A) Independent evidence connecting or tending to connect the accused with the crime in material particulars, not merely confirmation of the commission of the crime



- (B) Corroboration of every detail of the accomplice's account
- (C) Corroboration furnished by the accomplice's own repeated statements
- (D) Corroboration only of the time and place of the offence

Q45. Under Section 159 of the Indian Evidence Act, 1872, a witness may, while under examination, refresh his memory by referring to a writing. Such refreshing of memory is permitted where the writing was:

- (A) Prepared by any third person long after the events, regardless of accuracy
- (B) Made by the witness himself at the time of the transaction, or so soon afterwards that the court considers it likely the transaction was then fresh in his memory, or made by another person and read by the witness within that time and known to be correct
- (C) Created specially for the trial to assist the witness
- (D) Any document, provided it is marked as an exhibit

Part C: Civil & Procedural Law

Q46. After pronouncing judgment in a civil suit, the court is required to draw up a decree agreeing with the judgment. Under Order 20 of the Code of Civil Procedure, 1908, the decree must be drawn up:

- (A) Only after the time for filing an appeal has expired
- (B) Within fifteen days of the judgment, but a party need not wait for it to file an appeal
- (C) Within fifteen days from the date on which the judgment is pronounced
- (D) At the discretion of the court, with no time limit prescribed

Q47. In a money decree the court directs payment of a principal sum. Under Section 34 of the Code of Civil Procedure, 1908, the court may, in addition, award interest. With respect to interest for the period from the date



of the decree to the date of payment (pendente lite and future interest), the section provides that:

- (A) No interest can be granted beyond the date of the suit
- (B) Such interest is in the discretion of the court and may be awarded on the principal sum adjudged
- (C) Interest must compulsorily be awarded at eighteen per cent per annum
- (D) Interest can never exceed six per cent per annum in any commercial transaction

Q48. A defendant who put forward a false and vexatious defence causes the plaintiff to incur expense over and above ordinary costs. The plaintiff seeks compensatory costs against him. Under the Code of Civil Procedure, 1908, the power to award such compensatory costs for a false or vexatious claim or defence is contained in:

- (A) Section 35A
- (B) Section 35 only
- (C) Section 95
- (D) Section 144

Q49. The general rule as to ordinary costs of and incident to a suit is stated in Section 35 of the Code of Civil Procedure, 1908. Which statement most accurately reflects this rule?

- (A) Costs must invariably be borne by the plaintiff irrespective of the result
- (B) Each party must always bear its own costs
- (C) Costs cannot be awarded against the Government in any suit
- (D) Costs are in the discretion of the court, which normally follows the event, and where costs do not follow the event the court must record its reasons



- Q50.** A person wrongfully in possession of immovable property is dispossessed in a suit, and the rightful owner claims the profits which that person actually received or might with ordinary diligence have received from the property, together with interest. Such a claim is one for:
- (A) Liquidated damages
 - (B) Specific restitution under Section 144
 - (C) Mesne profits, as defined in Section 2(12) of the Code of Civil Procedure, 1908
 - (D) Future interest under Section 34
- Q51.** A suit is dismissed under Order 9 because the plaintiff appeared but the defendant did not, and an ex parte decree is passed. The defendant who was not duly served, or who shows sufficient cause for non-appearance, may apply to set aside the ex parte decree. This remedy is provided by:
- (A) Order 9 Rule 13
 - (B) Order 9 Rule 4
 - (C) Order 9 Rule 8
 - (D) Order 22 Rule 9
- Q52.** A suit is dismissed under Order 9 Rule 3 because neither party appeared when it was called on for hearing. The plaintiff thereafter wishes to have the suit restored. Under the Code of Civil Procedure, 1908, the plaintiff's appropriate course is to:
- (A) File an appeal, as no application for restoration lies
 - (B) Treat the dismissal as a decision on merits operating as res judicata
 - (C) File a fresh suit only, the earlier dismissal being final
 - (D) Apply under Order 9 Rule 4 to set aside the dismissal on showing sufficient cause for non-appearance, or bring a fresh suit
- Q53.** Where the court is satisfied that the defendant is keeping out of the way for the purpose of avoiding service, or that the summons cannot



be served in the ordinary way, it may order service by affixing a copy in some conspicuous place and by such other manner as it thinks fit. This mode of substituted service is governed by:

- (A) Order 5 Rule 9
- (B) Order 5 Rule 15
- (C) Order 5 Rule 20
- (D) Order 3 Rule 1

Q54. A creditor accepts from his debtor a smaller sum, together with delivery of certain goods, in full and final settlement of a larger admitted debt, and the debtor performs this new arrangement. The original obligation is thereby extinguished. This mode of discharge of contract is best described as discharge by:

- (A) Accord and satisfaction
- (B) Novation reducing a fresh written contract only
- (C) Remission requiring fresh consideration in every case
- (D) Frustration of the contract

Q55. Before the time for performance has arrived, one party to a contract absolutely refuses to perform his promise. The promisee who has signified his acquiescence in the contract's continuance treats it as still subsisting. Under the Indian Contract Act, 1872, where one party so refuses to perform, the other party may:

- (A) Be compelled to wait until the date of performance in every case
- (B) Put an end to the contract under Section 39, unless he has signified, by words or conduct, his acquiescence in its continuance
- (C) Neither rescind nor sue, as anticipatory breach is unknown to Indian law
- (D) Recover the full contract price as if performance had occurred



- Q56.** An agreement is discovered to be void, or a contract becomes void. A person who has received an advantage under such agreement or contract is, under the Indian Contract Act, 1872, bound to restore it or to make compensation for it to the person from whom he received it. This obligation of restoration of benefit is contained in:
- (A) Section 73
 - (B) Section 70
 - (C) Section 65
 - (D) Section 56 proviso
- Q57.** When a person at whose option a contract is voidable rescinds it, the other party thereto need not perform any promise therein contained in which he is the promisor. Further, a party rescinding a voidable contract shall, if he has received any benefit thereunder from another party, restore such benefit. This rule is laid down in:
- (A) Section 64 of the Indian Contract Act, 1872
 - (B) Section 75 of the Indian Contract Act, 1872
 - (C) Section 23 of the Indian Contract Act, 1872
 - (D) Section 2(j) of the Indian Contract Act, 1872
- Q58.** A guarantee which extends to a series of transactions is a continuing guarantee. With respect to future transactions, such a guarantee may be revoked by the surety. Under Sections 129 and 130 of the Indian Contract Act, 1872, a continuing guarantee may, as to future transactions, be revoked:
- (A) Only with the consent of the principal debtor
 - (B) At any time by the surety by notice to the creditor as to future transactions, and is also revoked by the surety's death as to future transactions in the absence of a contract to the contrary
 - (C) Never, once the creditor has acted upon it even once
 - (D) Only by a fresh agreement supported by separate consideration



- Q59.** A Member of Parliament, in the course of a debate on the floor of the House, makes a statement which, if made elsewhere, would be defamatory of a private individual. In an action for defamation, the protection available to such a statement is:
- (A) Qualified privilege, defeasible on proof of malice
 - (B) No privilege at all, the statement being actionable like any other
 - (C) Fair comment only, provided the statement is an opinion
 - (D) Absolute privilege, so that the action does not lie even if the statement was made maliciously
- Q60.** A newspaper publishes the statement that “Mr. X, a respected accountant, was seen entering the premises of a notorious money-launderer.” The words are true on their face but, read by those who know certain facts, convey a defamatory secondary meaning that X is himself involved in money-laundering. In a defamation suit, the plaintiff who relies on this hidden defamatory meaning must plead and prove:
- (A) An innuendo, that is, the latent or secondary defamatory meaning arising from extrinsic facts known to the readers
 - (B) Only the natural and ordinary meaning of the words
 - (C) Absolute privilege in favour of the newspaper
 - (D) That the words were a fair comment on a matter of public interest
- Q61.** An employer engages an independent contractor to carry out work. As a general rule the employer is not liable for the torts of an independent contractor. However, this rule does not protect the employer in certain situations. The employer remains liable where:
- (A) The contractor was paid a lump sum rather than wages
 - (B) The work entrusted is extra-hazardous, or where the employer is under a non-delegable duty, or authorises or ratifies the wrongful act
 - (C) The contractor used his own tools and equipment



(D) The tort was committed during the contractor's working hours

Q62. A plaintiff sues for possession of immovable property based on his title as owner. Under Article 65 of the Schedule to the Limitation Act, 1963, the period of limitation for a suit for possession of immovable property based on title is twelve years, computed:

(A) From the date of the plaintiff's purchase of the property

(B) From the date the plaintiff first acquired knowledge of the defendant's existence

(C) From the date the suit is instituted, with no fixed starting point

(D) From the date when the possession of the defendant becomes adverse to the plaintiff

Part D: Personal & Specialised Laws

Q63. Under the Hindu Succession Act, 1956, a person who commits, or abets the commission of, the murder of an intestate is disqualified from inheriting the property of the person murdered. This disqualification on the ground of murder is contained in:

(A) Section 25

(B) Section 24

(C) Section 27

(D) Section 28

Q64. Section 28 of the Hindu Succession Act, 1956, deals with the effect of disease, defect or deformity on the right to inherit. It provides that:

(A) A person suffering from any incurable disease is excluded from inheritance

(B) No person shall be disqualified from inheriting on the ground of any disease, defect or deformity, save as otherwise provided in the Act

(C) A blind or deaf heir takes only a half share



(D) Mental incapacity at the time of the intestate's death bars inheritance absolutely

Q65. Where a Hindu is disqualified from inheriting under Section 25 of the Hindu Succession Act, 1956, the legal effect under Section 27 is that:

(A) The disqualified person's share passes to the State by escheat

(B) The disqualified person retains a life interest only

(C) The disqualified person is deemed to have died before the intestate, and the property devolves as if he had so died

(D) The disqualified person's children are also disqualified along with him

Q66. In determining the order of succession among heirs of a Hindu, Section 18 of the Hindu Succession Act, 1956, lays down a rule of preference between heirs related to the intestate by full blood and those related by half blood. The rule is that:

(A) Heirs related by full blood are preferred to heirs related by half blood, if the nature of the relationship is the same in every other respect

(B) Half-blood relations are always excluded by the presence of any other heir

(C) Half-blood and full-blood heirs always take per capita in equal shares

(D) Heirs related by half blood are preferred as being nearer in degree

Q67. A petition for divorce by mutual consent is presented jointly by both spouses under the Hindu Marriage Act, 1955. The provision governing divorce by mutual consent is:

(A) Section 13(1)

(B) Section 13(1A)

(C) Section 13B

(D) Section 14



- Q68.** Under Section 13B(2) of the Hindu Marriage Act, 1955, after a joint petition for divorce by mutual consent is presented, the motion for the decree may be made not earlier than six months and not later than eighteen months thereafter. This statutory waiting interval of six months is commonly described as:
- (A) The period of judicial separation
 - (B) The cooling-off period
 - (C) The period of limitation for appeal
 - (D) The interim maintenance period
- Q69.** In *Amardeep Singh v. Harveen Kaur* (2017) the Supreme Court considered the six-month waiting period under Section 13B(2) of the Hindu Marriage Act, 1955. The Court held that the period is:
- (A) Mandatory in all cases and incapable of being waived by any court
 - (B) To be extended to one year in every contested matter
 - (C) Applicable only to marriages solemnised before 1976
 - (D) Directory, and may be waived by the court where the marriage is irretrievably broken and reconciliation is not possible
- Q70.** Both the parties to a petition for divorce by mutual consent under Section 13B of the Hindu Marriage Act, 1955, must show that they have been living separately for a period of at least:
- (A) One year
 - (B) Six months
 - (C) Two years
 - (D) Three years
- Q71.** Under Section 3 of the Muslim Women (Protection of Rights on Divorce) Act, 1986, a divorced Muslim woman is entitled to obtain from her former husband, in addition to mahr and the return of properties given to



her, a reasonable and fair provision and maintenance to be made and paid to her within:

- (A) Three years of the divorce
- (B) One month of the pronouncement of talaq
- (C) The period of iddat
- (D) Her lifetime or until remarriage in every case

Q72. In *Danial Latifi v. Union of India* (2001) the Supreme Court upheld the constitutional validity of the Muslim Women (Protection of Rights on Divorce) Act, 1986, and interpreted Section 3 to mean that the reasonable and fair provision and maintenance must be:

- (A) Confined strictly to the days of the iddat period alone
- (B) Made by the husband within the iddat period but extending to secure her future beyond iddat
- (C) Payable only if the woman is unable to maintain herself after remarriage
- (D) Limited to the amount of the unpaid dower

Q73. Where a divorced Muslim woman who has not remarried is unable to maintain herself after the iddat period and has no relatives liable and able to maintain her, Section 4 of the Muslim Women (Protection of Rights on Divorce) Act, 1986, empowers the Magistrate to order maintenance to be paid by:

- (A) The former husband for her lifetime
- (B) The State Government
- (C) The local municipal authority
- (D) Such of her relatives as would be entitled to inherit her property, and failing them, the State Wakf Board

Q74. Under classical Muslim law as applied in India, a father is bound to maintain his minor children. With respect to the maintenance of a son, the



father's obligation ordinarily continues until the son:

- (A) Attains the age of seven years
- (B) Marries, irrespective of his age
- (C) Attains puberty or majority and is able to maintain himself
- (D) Completes his education in every case

Q75. Under Muslim law, a son in easy circumstances is bound to maintain his aged or infirm parents. The obligation to maintain parents who are unable to maintain themselves:

- (A) Does not exist at all under Muslim law
- (B) Falls only on the eldest son
- (C) Arises only after the parents have transferred their property to the son
- (D) Exists, and extends to a poor father and mother who are unable to maintain themselves

Q76. In the Muslim law of inheritance, the heirs who take a prescribed fractional share of the estate fixed by the Quran are called sharers (*ashab al-faraid*), while the heirs who take the residue after the sharers have been satisfied are called:

- (A) Distant kindred
- (B) Residuaries (*asabat*)
- (C) Escheators
- (D) Uterine collaterals

Q77. Under Sunni (Hanafi) law of inheritance, where a Muslim man dies leaving a widow and lineal descendants (children or children of a son), the share of the widow as a Quranic sharer is:

- (A) One-eighth
- (B) One-fourth



- (C) One-half
- (D) One-third

Q78. Under Sunni law, where the deceased wife is survived by her husband and there is no child or child of a son however low, the husband as a Quranic sharer takes a share of:

- (A) One-fourth
- (B) One-eighth
- (C) One-half
- (D) Two-thirds

Q79. Under the Transfer of Property Act, 1882, a mortgagee in possession is bound, in the absence of a contract to the contrary, to manage the property as a person of ordinary prudence would manage it if it were his own, to collect the rents and profits, and to keep it free from destruction. These liabilities of a mortgagee in possession are set out in:

- (A) Section 65
- (B) Section 58
- (C) Section 76
- (D) Section 60

Q80. The right of a mortgagor, on payment of the mortgage-money, to require the mortgagee to deliver the mortgage-deed and the mortgaged property and to re-transfer the property to him, is known as the:

- (A) Right of redemption
- (B) Right of foreclosure
- (C) Right of subrogation
- (D) Right of marshalling

Q81. The owner of two or more properties mortgages them to A and then mortgages one or more of the same properties to B. Under Section 81 of



the Transfer of Property Act, 1882, B may require A to satisfy his debt, so far as possible, out of the property not mortgaged to B. This right of the subsequent mortgagee is the doctrine of:

- (A) Subrogation
- (B) Contribution
- (C) Marshalling securities
- (D) Consolidation

Q82. Where a puisne mortgagee or a third person redeems a prior mortgage, he is, under Section 92 of the Transfer of Property Act, 1882, invested with the rights of the mortgagee whose mortgage he has redeemed. This right of standing in the shoes of the satisfied mortgagee is called:

- (A) Marshalling
- (B) Subrogation
- (C) Foreclosure
- (D) Reconveyance

Q83. A grantee whose land is so situated that it can be reached only by passing over land retained by the grantor claims a right of way. Under the Indian Easements Act, 1882, such a right, which arises because it is absolutely necessary for the enjoyment of the land granted, is an easement of:

- (A) Prescription
- (B) Customary right
- (C) Light and air
- (D) Necessity

Q84. Where the owner of two heritages has, during unity of ownership, used a continuous and apparent quasi-easement over one part for the benefit of the other, and then transfers one part, a corresponding easement may pass to the transferee. Such a right, often associated with the rule in *Wheeldon v. Burrows*, is called a:



- (A) Customary easement
- (B) Prescriptive easement
- (C) Easement of necessity
- (D) Quasi-easement

Q85. Under Section 188 of the Companies Act, 2013, a company entering into specified related-party transactions which do not fall within the ordinary course of business, or are not on an arm's length basis, and which exceed the prescribed thresholds, ordinarily requires the prior approval of the company by means of:

- (A) A resolution of the company in general meeting
- (B) A resolution of the Board of Directors only
- (C) A unanimous resolution of all directors and members
- (D) No approval at all if the transaction is disclosed afterwards

Q86. Under Section 174 of the Companies Act, 2013, unless the articles provide for a larger number, the quorum for a meeting of the Board of Directors of a company is:

- (A) Two directors or one-fourth of the total strength, whichever is less
- (B) One-third of the total strength of the Board or two directors, whichever is higher
- (C) A majority of the total number of directors in every case
- (D) Any two directors present in person or by proxy

Q87. Under Section 149 of the Companies Act, 2013, read with the provisions relating to independent directors, an independent director:

- (A) Is entitled to stock options and to a share in the profits of the company
- (B) Must hold at least two per cent of the paid-up share capital of the company



- (C) Shall not be entitled to any remuneration other than sitting fees, reimbursement of expenses and a profit-related commission as approved by the members, and shall not be entitled to any stock option
- (D) Is appointed solely by the promoters and serves at their pleasure

- Q88.** Under the Patents Act, 1970, an opposition to the grant of a patent may be filed at two stages. An opposition under Section 25(1), filed by way of representation after publication of the application but before the grant of the patent, is known as:
- (A) Pre-grant opposition
 - (B) Post-grant opposition
 - (C) Revocation by the High Court
 - (D) Compulsory licensing

Part E: ADR & Professional Ethics

- Q89.** Section 18 of the Arbitration and Conciliation Act, 1996, lays down a foundational norm for the conduct of arbitral proceedings. In addition, Section 19 provides that the arbitral tribunal is —
- (A) Bound by the Code of Civil Procedure, 1908, in the same manner as a civil court
 - (B) Bound by the Indian Evidence Act, 1872, in recording and weighing evidence
 - (C) Required to treat the parties with equality and give each a full opportunity to present its case, while not being bound by the CPC or the Evidence Act
 - (D) Free to deny a hearing to either party at its own discretion
- Q90.** Under Section 24 of the Arbitration and Conciliation Act, 1996, on the question whether to hold oral hearings or to conduct the proceedings on the basis of documents, the arbitral tribunal —



- (A) Shall decide whether to hold oral hearings or proceed on documents, but must hold oral hearings at an appropriate stage if a party so requests, unless the parties have agreed that no oral hearing shall be held
- (B) Must in every case hold oral hearings irrespective of the parties' agreement
- (C) Can never conduct proceedings on the basis of documents alone
- (D) May refuse a party's request for an oral hearing even where the parties have not excluded it

Q91. The claimant, without showing sufficient cause, fails to communicate his statement of claim in accordance with Section 23(1) of the Arbitration and Conciliation Act, 1996. Under Section 25, the arbitral tribunal shall —

- (A) Continue the proceedings treating the default as an admission of the respondent's defence
- (B) Terminate the proceedings, as the claimant has failed to communicate his statement of claim
- (C) Make an award in favour of the respondent forthwith
- (D) Refer the parties back to a civil court

Q92. Where an arbitral tribunal appoints an expert under Section 26 of the Arbitration and Conciliation Act, 1996, the position regarding the expert participating in an oral hearing is that —

- (A) The expert can never be required to participate in a hearing once a written report is filed
- (B) Only the tribunal, and not the parties, may put questions to the expert
- (C) The parties have no right to examine the expert in any circumstances
- (D) If a party so requests, or if the tribunal considers it necessary, the expert shall, after delivery of his report, participate in an oral hearing where the parties may put questions to him



- Q93.** Under Section 32 of the Arbitration and Conciliation Act, 1996, the arbitral proceedings are terminated by the final arbitral award or by an order of the tribunal. The tribunal shall issue an order for termination where —
- (A) The claimant withdraws his claim, unless the respondent objects and the tribunal recognises a legitimate interest of the respondent in obtaining a final settlement of the dispute
 - (B) One of the parties merely raises an objection to the tribunal's jurisdiction
 - (C) The tribunal has appointed an expert under Section 26
 - (D) A party requests an oral hearing under Section 24
- Q94.** On the award of interest, Section 31(7) of the Arbitration and Conciliation Act, 1996, provides that, unless otherwise agreed by the parties and where the award is for the payment of money, the arbitral tribunal —
- (A) Is wholly prohibited from awarding any interest of any kind
 - (B) May award interest only for the period after the date of the award
 - (C) May include in the sum interest at such rate as it deems reasonable for the whole or any part of the period between the date the cause of action arose and the date of the award, and the sum directed to be paid shall, unless the award otherwise directs, carry post-award interest
 - (D) May award only simple interest at six per cent per annum and nothing more
- Q95.** In the mediation process, the role of the mediator is best described. The mediator —
- (A) Adjudicates the dispute and imposes a binding decision on the parties like an arbitrator
 - (B) Is a neutral and impartial facilitator who assists the parties to communicate and to arrive at a voluntary, mutually acceptable settlement, without imposing any decision upon them



- (C) Represents the stronger party so as to secure a quick settlement
- (D) Acts as a witness and records evidence for use in subsequent litigation

Q96. Confidentiality is a cornerstone of mediation, but it is not absolute. Which of the following is a recognised exception to the confidentiality of mediation communications?

- (A) The mediator may freely disclose what each party said to the opposite party's advocate
- (B) Statements made in mediation may be used as admissions in any subsequent court proceedings
- (C) The settlement agreement and the mediation discussions are equally inadmissible for all purposes
- (D) Disclosure is permitted where it is necessary for the implementation or enforcement of the mediated settlement agreement, or where the disclosure relates to a threat or commission of violence or is required by law

Q97. Section 12A of the Commercial Courts Act, 2015, deals with pre-institution mediation. The correct position regarding a suit which does not contemplate any urgent interim relief is that —

- (A) The suit shall not be instituted unless the plaintiff first exhausts the remedy of pre-institution mediation in the manner prescribed
- (B) Pre-institution mediation is purely optional and may be ignored in every commercial suit
- (C) Pre-institution mediation is required even where urgent interim relief is genuinely sought
- (D) The requirement applies only to suits valued above one crore rupees

Q98. Under the Advocates Act, 1961, on the review of a disciplinary order and the period of limitation for entertaining a complaint of misconduct —



- (A) No disciplinary order can ever be reviewed once passed by a disciplinary committee
- (B) A complaint of professional misconduct must be filed within one year of the misconduct, failing which it is barred
- (C) A disciplinary committee of a Bar Council may, of its own motion or otherwise, review its own order under Section 44, and there is no statutory period of limitation barring the entertainment of a complaint of misconduct
- (D) Only the Supreme Court, and not the Bar Council of India, may review a disciplinary order

Q99. Among the duties of an advocate towards the opposite party laid down in the Bar Council of India Rules, an advocate —

- (A) May freely negotiate directly with an opposite party who is known to be represented by an advocate
- (B) Shall not, in any way, communicate or negotiate upon the subject matter of a controversy with a party who is represented by an advocate, except through or with the consent of that advocate
- (C) Is obliged to disclose his client's confidential instructions to the opposite party
- (D) May threaten the opposite party with criminal proceedings to gain an advantage in a civil matter

Q100. An advocate appearing for a client finds that he is also a material witness to the facts in issue in the very case he is conducting. The rule of professional ethics requires that the advocate —

- (A) Should both argue the case and give evidence as a witness, since this saves time
- (B) May continue to appear even after deposing, as appearance and testimony are unconnected
- (C) Is free to give evidence without any restriction on continuing as counsel



(D) Should not accept a brief, or should retire from the case, if he is likely to be a witness on a material question of fact, and should not appear as an advocate if he is a witness in the same matter



Detailed Solutions

Q1.

Solution

Concept — Reservation in Promotion under Article 16(4A): In *M. Nagaraj v. Union of India* (2006) a five-judge Bench upheld the 77th, 81st, 82nd and 85th Amendments but read in three controlling conditions on the State's enabling power: backwardness of the class, inadequacy of representation in the service, and the overall efficiency of administration under Article 335.

Step 1 — Apply the test: The State cannot grant promotional reservation mechanically; it must gather quantifiable data on each of these heads before exercising the power. Automatic reservation, prior parliamentary sanction in each case, and abolishing carry-forward are not what the Court required.

Tip: Remember the *Nagaraj* trio — backwardness + inadequacy of representation + administrative efficiency.

Final Answer: Collect quantifiable data on backwardness, inadequacy of representation and efficiency ⇒

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

Q2.

Solution

Concept — Revisiting Nagaraj: In *Jarnail Singh v. Lachhmi Narain Gupta* (2018) a Constitution Bench partly modified *M. Nagaraj*. It held that requiring the State to collect quantifiable data on the backwardness of Scheduled Castes and Scheduled Tribes was contrary to *Indra Sawhney* and was therefore invalid, since their backwardness is presumed.

Step 1 — Identify what survived: The Court retained and applied the creamy-layer principle to exclude the advanced sections of Scheduled Castes and Scheduled Tribes from promotional reservation. *Nagaraj* was not overruled in entirety; only the backwardness-data requirement was read down.

Tip: *Jarnail Singh* = no SC/ST backwardness data needed, but creamy layer applies.

Final Answer: Backwardness data not required, but creamy-layer principle applies ⇒

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



Q3.

Solution

Concept — Carry-Forward of Vacancies, Article 16(4B): Article 16(4B), added by the 81st Amendment (2000), allows the State to fill, in any succeeding year, the unfilled reserved vacancies of a year carried forward as a separate class.

Step 1 — Effect on the ceiling: Such carried-forward vacancies are treated as a distinct class and are not clubbed with the vacancies of the year in which they are actually filled for the purpose of determining the fifty per cent ceiling. They neither lapse permanently nor convert into general posts.

Tip: 16(4B) = backlog vacancies form a separate basket, kept outside the 50% computation for the current year.

Final Answer: Treated as a separate class, outside the fifty per cent ceiling for the filling year ⇒

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

Q4.

Solution

Concept — Article 15(3), Special Provision for Women and Children: Article 15(3) is an enabling exception to the prohibition on discrimination in Articles 15(1) and 15(2). It expressly authorises the State to make any special provision for women and children.

Step 1 — Eliminate the others: Reserving legislative seats for religious minorities, levying a caste-based tax, and restricting inter-State movement are not authorised by Article 15(3); the clause is confined to protective and beneficial provisions for women and children.

Tip: 15(3) is the basis for measures such as reservation of seats for women and protective labour and welfare laws.

Final Answer: Make any special provision for women and children ⇒

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



Q5.

Solution

Concept — Article 15(5), Reservation in Educational Institutions: Article 15(5), inserted by the 93rd Amendment (2005), enables the State to make special provisions for the advancement of the socially and educationally backward classes and the Scheduled Castes and Scheduled Tribes in admissions to educational institutions.

Step 1 — Reach of the clause: It applies to educational institutions whether aided or unaided by the State, but expressly excludes the minority educational institutions referred to in Article 30(1). This reach was upheld in *Ashoka Kumar Thakur v. Union of India* (2008) and *Pramati Educational Trust* (2014).

Tip: 15(5) covers private unaided institutions but spares Article 30(1) minority institutions.

Final Answer: Aided or unaided institutions, except Article 30(1) minority institutions ⇒

[Go Back to Q5](#)

Q6.

Solution

Concept — EWS Reservation, 103rd Amendment: The Constitution (One Hundred and Third Amendment) Act, 2019, introduced reservation for the economically weaker sections by inserting Article 15(6) (educational institutions) and Article 16(6) (public employment).

Step 1 — Locate the provisions: In *Janhit Abhiyan v. Union of India* (2022) a 3:2 majority upheld these clauses. The EWS quota does not flow from Article 15(4), 16(4A) or Article 17; it rests on the new clauses 15(6) and 16(6).

Tip: EWS = 103rd Amendment = Articles 15(6) and 16(6).

Final Answer: Articles 15(6) and 16(6) ⇒

[Go Back to Q6](#)



Q7.

Solution

Concept — EWS and the Fifty Per Cent Ceiling: In *Janhit Abhiyan v. Union of India* (2022) the majority held that the EWS reservation is carved out of the general (unreserved) category and does not encroach on the quotas of the backward classes.

Step 1 — Apply the reasoning: The fifty per cent ceiling in *Indra Sawhney* (1992) was laid down for reservation in favour of the backward classes; it is not an inviolable, absolute limit binding the entirely separate EWS quota. Hence breaching the figure on this distinct basis did not invalidate the amendment.

Tip: The 50% rule guards backward-class reservation; EWS sits in the general pool, so the ceiling is not inviolable here.

Final Answer: EWS is a separate quota from the general category; the 50% ceiling is not inviolable so as to void it ⇒

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

Q8.

Solution

Concept — Beneficiaries under Article 16(4A): Article 16(4A), inserted by the 77th Amendment (1995), is confined in its scope. It permits reservation in promotion, with consequential seniority, only in favour of the Scheduled Castes and the Scheduled Tribes.

Step 1 — Eliminate the others: The clause requires the State to be of the opinion that these communities are not adequately represented in the services. It does not extend to all socially and educationally backward classes, to the economically weaker sections, or to women and children.

Tip: 16(4A) promotional reservation = SC/ST only, where they are inadequately represented.

Final Answer: Scheduled Castes and Scheduled Tribes not adequately represented in the services ⇒

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



Q9.

Solution

Concept — Exclusion from EWS Benefit: The EWS reservation under Articles 15(6) and 16(6), upheld in *Janhit Abhiyan* (2022), is meant for economically weaker sections among those not already covered by existing reservation.

Step 1 — Identify the excluded group: The Explanation to these clauses expressly excludes the classes covered by Articles 15(4), 15(5) and 16(4) — that is, the backward classes and the Scheduled Castes and Scheduled Tribes. The exclusion is not based on religion or place of residence, and the clause does exclude some persons.

Tip: EWS is for the poor among the unreserved; the SEBCs, SCs and STs are kept out by the Explanation.

Final Answer: Classes already covered under Articles 15(4), 15(5) and 16(4) ⇒

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

Q10.

Solution

Concept — Freedom of Association, Article 19(1)(c): Article 19(1)(c) guarantees citizens the right to form associations or unions. The Supreme Court has read into it a negative dimension: the freedom not to be compelled to join or remain a member of an association.

Step 1 — Eliminate the others: There is no fundamental right that the State must recognise an association or concede its demands, and *All India Bank Employees' Association v. National Industrial Tribunal* (1962) held that the right does not carry a guaranteed right to strike or even to effective collective bargaining. Reasonable restrictions are clearly permitted.

Tip: 19(1)(c) includes the negative right not to associate; it does not guarantee a right to strike.

Final Answer: It includes the negative right not to be compelled to join or remain a member ⇒

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



Q11.

Solution

Concept — Restrictions under Article 19(4): The freedom of association in Article 19(1)(c) is not absolute. Article 19(4) allows the State to impose reasonable restrictions in the interests of the sovereignty and integrity of India, public order or morality.

Step 1 — Match the grounds: The grounds are constitutionally enumerated; the economic interests of one industry, mere executive convenience, or cabinet secrecy are not the permitted heads under clause (4).

Tip: 19(4) grounds = sovereignty and integrity of India, public order, morality.

Final Answer: Sovereignty and integrity of India, public order or morality ⇒

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

Q12.

Solution

Concept — Restrictions on Movement and Residence, Article 19(5): The freedoms of movement under 19(1)(d) and of residence and settlement under 19(1)(e) may be restricted under Article 19(5) on two grounds: in the interests of the general public, and for the protection of the interests of any Scheduled Tribe.

Step 1 — Eliminate the others: The power is not limited to State Legislatures, is not confined to defamation or contempt (which belong to 19(2)), and does not depend on a Proclamation of Emergency.

Tip: 19(5) = general public + protection of Scheduled Tribes (a tribal-interest safeguard).

Final Answer: In the interests of the general public or to protect any Scheduled Tribe ⇒

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



Q13.

Solution

Concept — Article 19 a Citizens' Right: The freedoms guaranteed by Article 19, including movement under 19(1)(d) and residence and settlement under 19(1)(e), are available only to citizens of India.

Step 1 — Eliminate the others: Foreigners cannot claim Article 19 rights; they are protected only by provisions extending to “any person”, such as Articles 14 and 21. Corporations are not citizens for Article 19 purposes (*State Trading Corporation v. CTO*, 1963). Holding public office is irrelevant.

Tip: Article 19 = citizens only; Articles 14 and 21 = all persons.

Final Answer: Citizens of India ⇒

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

Q14.

Solution

Concept — Rights on Ordinary Arrest, Article 22(1)-(2): Clauses (1) and (2) of Article 22 confer the basic safeguards on an arrested person: the right to be informed of the grounds of arrest, the right to consult and be defended by a legal practitioner of choice, and the right to be produced before the nearest Magistrate within twenty-four hours of arrest.

Step 1 — Eliminate the others: There is no denial of counsel, no licence for indefinite detention, and no unconditional right to bail in every case; bail depends on the ordinary law.

Tip: 22(1)-(2) = grounds of arrest + counsel + production within 24 hours before a Magistrate.

Final Answer: Informed of grounds, allowed counsel, produced before a Magistrate within 24 hours ⇒

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



Q15.

Solution

Concept — Exceptions to Article 22(1)-(2): Article 22(3) carves out two categories from the protection of clauses (1) and (2): a person who for the time being is an enemy alien, and a person arrested or detained under any law providing for preventive detention.

Step 1 — Apply the rule: A person arrested for a cognizable or bailable offence, or under a court warrant, retains the ordinary-arrest safeguards. Only preventive detainees and enemy aliens are excluded; their separate safeguards lie in clauses (4) to (7).

Tip: 22(3) excludes preventive detainees and enemy aliens from the ordinary-arrest rights.

Final Answer: A preventive-detention detainee and an enemy alien ⇒

[Go Back to Q15](#)

Q16.

Solution

Concept — Preventive Detention Safeguards, Article 22(4)-(7): Article 22(4) provides that no law of preventive detention shall authorise the detention of a person for longer than three months unless an Advisory Board has reported, before the expiry of that period, that there is sufficient cause for the detention.

Step 1 — Identify the period: The threshold figure is three months, not twenty-four hours (that belongs to ordinary arrest), nor one year or two years.

Tip: Preventive detention beyond three months = Advisory Board opinion required under Article 22(4).

Final Answer: Three months ⇒

[Go Back to Q16](#)



Q17.

Solution

Concept — Article 31A, Saving of Agrarian Reform Laws: Article 31A, inserted by the 1st Amendment (1951) and given retrospective effect, saves laws providing for the acquisition of estates or the modification of rights therein from challenge under Articles 14 and 19.

Step 1 — Identify the object: Its primary purpose was to insulate laws of agrarian reform, including the abolition of the zamindari system, from constitutional attack. It does not concern untouchability, the press, or the creation of High Courts.

Tip: 31A = shield for land-reform and zamindari-abolition laws against Articles 14 and 19.

Final Answer: Laws relating to agrarian reform and abolition of the zamindari system ⇒ D

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

Q18.

Solution

Concept — Article 31B and the Ninth Schedule: Article 31B, also added by the 1st Amendment (1951), provides that the Acts and Regulations specified in the Ninth Schedule shall not be deemed void on the ground that they are inconsistent with, or take away or abridge, any of the rights conferred by Part III.

Step 1 — Eliminate the others: The provision does not impose a ten-year sunset, does not bar parliamentary amendment, and does not place the law above the Constitution. After *I. R. Coelho* (2007), post-1973 entries are also open to basic-structure review.

Tip: 31B + Ninth Schedule = originally immunity from Part III challenge; now limited by *Coelho*.

Final Answer: Could not be deemed void for inconsistency with Part III rights ⇒ A

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



Q19.

Solution

Concept — Article 31C and Minerva Mills: Article 31C, as widened by the 42nd Amendment (1976), sought to protect laws giving effect to any of the Directive Principles from challenge under Articles 14 and 19. In *Minerva Mills v. Union of India* (1980) the Supreme Court struck down this expansion.

Step 1 — State the holding: The Court held that extending the immunity to all the Directive Principles destroyed the balance between Fundamental Rights and Directive Principles, a part of the basic structure, and was therefore void. The narrower original protection for laws implementing Articles 39(b) and 39(c) survived.

Tip: *Minerva Mills* = harmony between Part III and Part IV is basic structure; only the 39(b)/(c) shield of 31C remains.

Final Answer: The widening to all Directive Principles was void; the original 39(b)/(c) protection survives ⇒

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

Q20.

Solution

Concept — Criminal conspiracy, s.120A IPC: Section 120A defines conspiracy as an agreement by two or more persons to do, or cause to be done, an illegal act or a legal act by illegal means. Where the agreement is to commit an offence, the agreement itself is the conspiracy, as recognised in *Kehar Singh v. State (Delhi Admn.)*.

Step 1 — Reading the proviso: The proviso requires an overt act only where the object is a legal act by illegal means or an illegal act that is not an offence. Where the agreed object is an offence, no act besides the agreement need be proved.

Tip: Agreement to commit an offence = conspiracy complete, no overt act needed.

Final Answer: No overt act beyond the agreement need be proved ⇒

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



Q21.

Solution

Concept — Proviso to s.120A IPC: The proviso carves out the situation where the agreed object is not itself an offence but is an illegal act, or a legal act by illegal means. In such a case bare agreement is not enough.

Step 1 — Applying the proviso: For such an object the conspiracy is punishable only if some act besides the agreement is done by one or more parties in pursuance of it. This distinguishes it from an agreement to commit an offence under the main provision.

Tip: Object an offence → no overt act; object merely illegal → overt act required.

Final Answer: Some act besides the agreement is done in pursuance of it ⇒ B

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

Q22.

Solution

Concept — Proof of conspiracy, s.120B with s.10 Evidence Act: A conspiracy is hatched in secrecy, so direct proof of the agreement is seldom available. The agreement may be proved by circumstantial evidence, as held in *State of Tamil Nadu v. Nalini* and *Kehar Singh v. State (Delhi Admn.)*.

Step 1 — Inference from conduct: The existence of the agreement is a matter of inference deduced from the acts and conduct of the parties carried out in pursuance of an apparent criminal purpose in common. A signed confession of each conspirator is not required.

Tip: Conspiracy is usually proved by inference from proved circumstances, not by direct evidence.

Final Answer: It may be inferred from circumstances and conduct ⇒ C

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



Q23.

Solution

Concept — Second part of s.149 IPC: Section 149 has two limbs. The first fastens liability for the offence committed in prosecution of the common object; the second extends liability to an offence which the members “knew to be likely” to be committed in prosecution of that object, as explained in *Mizaji v. State of U.P.*

Step 1 — Identifying the second limb: The second part operates even though the offence was not the common object itself, provided the members knew it to be a likely consequence of pursuing the object.

Tip: “Knew to be likely” is the hallmark of the second part of s.149.

Final Answer: Offence the members knew to be likely in prosecution of the common object ⇒

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

Q24.

Solution

Concept — Application of the second part of s.149 IPC: Where the common object is eviction, not killing, a death caused by a member is not the common object itself. Liability of the others arises only if the killing was an offence they knew to be likely (*Mizaji v. State of U.P.*).

Step 1 — Applying to the facts: The members knew that member to be armed and resistance was foreseeable; the killing was therefore a likely offence in prosecution of the eviction. This squarely attracts the second part of s.149, not the first part and not s.34, which needs a prearranged common intention.

Tip: Foreseen-as-likely offence by an armed member → second part of s.149.

Final Answer: The second part of Section 149 ⇒

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



Q25.

Solution

Concept — Abetment by conspiracy vs s.120A IPC: Under the Second clause of s.107 abetment by conspiracy is complete only when an act or illegal omission takes place in pursuance of the conspiracy and in order to the doing of that thing. Section 120A punishes the bare agreement to commit an offence.

Step 1 — Drawing the distinction: They are not identical: s.107 (second clause) requires a step in pursuance, whereas s.120A makes the agreement itself the offence where its object is an offence. This was the gap s.120A was enacted to fill.

Tip: s.107 conspiracy needs an act in pursuance; s.120A needs only the agreement.

Final Answer: Section 107 requires an act in pursuance; s.120A punishes the bare agreement ⇒

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

Q26.

Solution

Concept — Abetment by instigation, s.107 First clause IPC: A person abets by instigation who instigates another to do a thing, including by wilful misrepresentation or active suggestion, advice or encouragement to commit the offence.

Step 1 — Applying to the facts: A's advising and encouraging B to commit theft is instigation, not the intentional aiding of the Third clause nor a conspiracy under the Second clause, which would need a concerted agreement plus an act in pursuance.

Tip: Encouragement or advice to commit an offence is instigation under the First clause.

Final Answer: Abetment by instigation under the First clause of s.107 ⇒

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



Q27.

Solution

Concept — Criminal intimidation, s.503 IPC: Criminal intimidation is threatening another with injury to his person, reputation or property, or to the person or reputation of any one in whom he is interested, with intent to cause alarm or to compel conduct.

Step 1 — Identifying the intent: The intent must be to cause alarm, or to cause the person to do an act he is not legally bound to do, or to omit an act he is legally entitled to do, in order to avoid the threat. A lawful demand pressed by lawful means is not intimidation.

Tip: Threat + intent to alarm or coerce conduct = s.503.

Final Answer: Threat with intent to cause alarm or coerce conduct ⇒

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

Q28.

Solution

Concept — Aggravated criminal intimidation, second part of s.506 IPC: The first part of s.506 punishes criminal intimidation generally; the second part prescribes the heavier punishment for graver threats.

Step 1 — Identifying the aggravating threats: The second part applies where the threat is to cause death or grievous hurt, or destruction of property by fire, or an offence punishable with death or life imprisonment or imprisonment up to seven years, or to impute unchastity to a woman.

Tip: Threat of death/grievous hurt/fire or imputation of unchastity → second part of s.506.

Final Answer: Death, grievous hurt, fire, grave offence, or imputation of unchastity ⇒

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



Q29.

Solution

Concept — Preparation vs attempt: Criminal liability for attempt arises only when the act moves beyond mere preparation and approaches commission. Mere preparation, save in a few specified offences, is not punishable.

Step 1 — Applying to the facts: Buying poison is only an act of preparation; A has not done the penultimate or proximate act of administering or mixing it. The act has not crossed into the realm of attempt under s.307.

Tip: Procuring the means is preparation; the proximate act towards commission is attempt.

Final Answer: Mere preparation, not generally punishable ⇒

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

Q30.

Solution

Concept — Attempt to murder, s.307 IPC: An attempt is constituted when the accused, with the requisite intention, does an act towards the commission of the offence which is proximate to it; the act being the last within his power.

Step 1 — Applying to the facts: Loading, aiming and pulling the trigger is the last act within A's power; that the gun misfired and B was unhurt does not negate the attempt. This is an attempt to murder under s.307, well beyond mere preparation.

Tip: Last act done with intent to kill but result foiled by chance = s.307 attempt.

Final Answer: Attempt to murder under Section 307 IPC ⇒

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

Q31.

Solution

Concept — Warrant-case, s.2(x) CrPC: The Code classifies cases by the gravity of the offence to fix the trial procedure. Section 2(x) defines a warrant-case.

Step 1 — Applying the definition: A warrant-case relates to an offence punishable with death, imprisonment for life, or imprisonment for a term exceeding two years. Cases below this threshold are summons-cases under s.2(w).

Tip: Imprisonment exceeding two years (or death/life) → warrant-case.



Final Answer: Offence punishable with death, life, or imprisonment exceeding two years ⇒

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

Q32.

Solution

Concept — Summons-case vs warrant-case trial: The two procedures differ chiefly in the framing of a charge. Warrant-case trials are governed by Chapter XIX and summons-case trials by Chapter XX of the CrPC.

Step 1 — Identifying the difference: In a warrant-case a formal charge is framed (ss.228/240) and the accused may cross-examine witnesses; in a summons-case the particulars of the offence are merely stated to the accused under s.251 without framing a formal charge.

Tip: Charge framed = warrant-case; substance of accusation stated = summons-case.

Final Answer: Warrant-case has a formal charge; summons-case states only the substance ⇒

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

Q33.

Solution

Concept — Amount of bond, s.440 CrPC: Section 440(1) governs the quantum of every bond executed under the bail provisions of Chapter XXXIII.

Step 1 — Applying the section: The amount must be fixed with due regard to the circumstances of the case and shall not be excessive; under s.440(2) the High Court or Court of Session may reduce a bond required by a Magistrate or police officer found excessive.

Tip: Bond amount must fit the case and never be excessive (s.440).

Final Answer: Fixed with regard to the circumstances and not excessive ⇒

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



Q34.

Solution

Concept — Bond of accused and sureties, s.441 CrPC: Section 441(1) sets out the conditions of the bond to be executed before release on bail.

Step 1 — Applying the section: Before release a bond for a sufficient amount must be executed by the accused and, when so required, by one or more sufficient sureties, conditioned for his attendance before the court at the time and place mentioned. It is not executed by the investigating officer or the complainant.

Tip: s.441 bond = by the accused (and sureties if required) for attendance in court.

Final Answer: By the person and sufficient sureties, conditioned for attendance
⇒ B

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

Q35.

Solution

Concept — Compounding with court's permission, s.320(2) CrPC: Section 320 lists compoundable offences in two tables. The offences in the table to sub-section (2) are graver and may be compounded only with the permission of the court.

Step 1 — Applying the section: For an offence in the s.320(2) table, the aggrieved party may compound it only with the leave of the court before which the prosecution is pending. State sanction or the consent of all co-accused is not the test.

Tip: s.320(1) = no court leave; s.320(2) = court's permission required.

Final Answer: Permission of the court before which the prosecution is pending
⇒ C

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



Q36.

Solution

Concept — Freely compoundable offences, s.320(1) CrPC: The offences in the table to s.320(1) may be compounded by the persons named therein *without* the permission of the court.

Step 1 — Eliminating the distractors: Defamation under s.500 IPC is compoundable by the person defamed without court leave (s.320(1) table). Grievous hurt under s.325 and criminal breach of trust under s.406 fall in the s.320(2) table (court permission needed), and theft under s.379 is compoundable by the owner under the s.320(1) table but the listed free option here is defamation.

Tip: Defamation (s.500) is compoundable by the defamed person without court leave.

Final Answer: Defamation under Section 500 IPC ⇒ D

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

Q37.

Solution

Concept — Appeal against conviction by Court of Session, s.374(2) CrPC: Section 374 governs appeals from convictions. Sub-section (2) provides the appeal from a conviction on a trial held by a Sessions Judge or Additional Sessions Judge.

Step 1 — Applying to the facts: A convicted by a Court of Session and sentenced to seven years appeals to the High Court under s.374(2). Revision (s.397) is not the remedy where a statutory appeal lies, and s.374(3) covers appeals against Magistrates' convictions.

Tip: Conviction by Court of Session → appeal to High Court under s.374(2).

Final Answer: Appeal to the High Court under Section 374(2) CrPC ⇒ C

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



Q38.

Solution

Concept — Revisional jurisdiction, ss.397–401 CrPC: Revision is a discretionary, supervisory power to examine the correctness, legality or propriety of an order and the regularity of the proceedings; it is narrower than appeal.

Step 1 — Distinguishing from appeal: In revision the court does not, as a rule, re-appreciate the entire evidence to substitute its own findings of fact, and under s.401(3) it cannot convert a finding of acquittal into one of conviction. It may, however, call for the record under s.397.

Tip: Revision tests legality and propriety; it will not turn acquittal into conviction.

Final Answer: Examines legality/propriety and does not convert acquittal into conviction ⇒ D

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

Q39.

Solution

Concept — Discovery of fact, s.27 Indian Evidence Act 1872: Section 27 lifts the bar of ss.25 and 26 to the extent that information leads to the discovery of a fact, so far as that information distinctly relates to the fact discovered.

Step 1 — Scope and limit: Only that portion of the statement which distinctly relates to the fact thereby discovered is admissible, whether or not it amounts to a confession; the inculpatory surplus is excluded. A Magistrate's recording or the accused's signature is not a precondition.

Tip: s.27 admits only the part of the statement distinctly relating to the fact discovered.

Final Answer: So much as relates distinctly to the fact discovered ⇒ B

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



Q40.

Solution

Concept — Leading authority on s.27: The scope of the “fact discovered” under s.27 was authoritatively explained in *Pulukuri Kottaya v. Emperor* (1947), which confined admissibility to the part of the statement distinctly relating to the discovery.

Step 1 — Distinguishing the others: *Aghnoo Nagesia* dealt with the inseverability of a confession to police; *Nandini Satpathy* with self-incrimination under Art.20(3); *Selvi* with narco/polygraph tests. The point of law here is *Pulukuri Kottaya*.

Tip: “Fact discovered” and the limits of s.27 = *Pulukuri Kottaya v. Emperor*.

Final Answer: *Pulukuri Kottaya v. Emperor* ⇒

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

Q41.

Solution

Concept — Confession of a co-accused, s.30 Indian Evidence Act 1872: Section 30 allows the court, in a joint trial, to take into consideration the confession of one accused against a co-accused, but its weight is weak.

Step 1 — Evidentiary value: As held in *Kashmira Singh v. State of M.P.* and *Hari Charan Kurmi v. State of Bihar*, such a confession is not “evidence” within s.3; it can only lend assurance to other evidence and cannot by itself form the basis of conviction.

Tip: Co-accused’s confession only supports other evidence; it cannot be the sole basis.

Final Answer: Not “evidence”; only lends assurance, never the sole basis ⇒

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



Q42.

Solution

Concept — Conditions for s.30 Indian Evidence Act 1872: Section 30 applies only when more persons than one are being tried jointly for the same offence and a confession made by one affects himself and others.

Step 1 — Applying the conditions: A joint trial for the same offence and a confession implicating both the maker and the co-accused are essential. It does not apply to separate trials, to an acquitted co-accused, or to a confession made to a police officer (barred by s.25).

Tip: s.30 needs a joint trial for the same offence + confession affecting the maker too.

Final Answer: Joint trial for the same offence, confession affecting both ⇒

Answer: (A) [Go Back to Q42](#)

Q43.

Solution

Concept — Accomplice evidence, s.133 with illustration (b) to s.114 Indian Evidence Act 1872: Section 133 makes an accomplice a competent witness and permits conviction on his uncorroborated testimony; illustration (b) to s.114 lets the court presume an accomplice unworthy of credit unless corroborated.

Step 1 — Reconciling the two: The two are read together: conviction on uncorroborated accomplice evidence is legally permissible, but the rule of prudence requires corroboration in material particulars, as settled in *Rameshwar v. State of Rajasthan*.

Tip: s.133 = competence/permissibility; s.114(b) = prudent need for corroboration.

Final Answer: Permissible in law, but prudence demands material corroboration ⇒

Answer: (C) [Go Back to Q43](#)



Q44.

Solution

Concept — Nature of corroboration of an accomplice: The corroboration required by prudence is not corroboration of every detail but independent evidence connecting the accused with the crime, as laid down in *Rameshwar v. State of Rajasthan* and *R. v. Baskerville*.

Step 1 — Applying the rule: It must be independent evidence that implicates the accused in material particulars, not merely confirmation that the crime occurred, and it cannot come from the accomplice's own repeated statements.

Tip: Corroboration must independently connect the accused with the crime in material particulars.

Final Answer: Independent evidence connecting the accused in material particulars ⇒ A

Answer: (A) [Go Back to Q44](#)

Q45.

Solution

Concept — Refreshing memory, s.159 Indian Evidence Act 1872: Section 159 permits a witness under examination to refresh his memory by referring to a writing made by himself at the time of the transaction, or so soon afterwards that the court considers the matter was then fresh in his memory.

Step 1 — Scope of the section: It also extends to a writing made by another person and read by the witness within that time, if when he read it he knew it to be correct. A document prepared specially for trial or long afterwards by a stranger does not qualify.

Tip: The writing must be contemporaneous (or near-contemporaneous) and known to be correct.

Final Answer: Writing made at or soon after the transaction while fresh, and known correct ⇒ B

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



Q46.

Solution

Concept — Drawing up of the decree (Order 20): Under Order 20 Rule 6A of the Code of Civil Procedure, 1908, the decree shall be drawn up within fifteen days from the date on which the judgment is pronounced, and the decree must agree with the judgment (Order 20 Rule 6).

Step 1 — Apply the rule: Rule 6A fixes a positive time limit of fifteen days from the judgment; it also allows an appeal to be preferred even where the decree has not yet been drawn up. So option (C) states the time limit correctly, while (A) and (D) misstate it.

Tip: Decree follows judgment, but judgment is the operative pronouncement; limitation for appeal runs from the decree's date.

Final Answer: Within fifteen days from the date of judgment ⇒

[Go Back to Q46](#)

Q47.

Solution

Concept — Interest under Section 34 CPC: Section 34 of the Code of Civil Procedure, 1908, empowers the court, in a money decree, to award interest on the principal sum adjudged from the date of the suit to the date of the decree, and further interest from the date of the decree to the date of payment, at such rate as the court deems reasonable.

Step 1 — Identify the discretion: Pendente lite and future interest under Section 34 are discretionary and run on the principal sum adjudged, not on costs or accrued interest. There is no compulsory eighteen per cent rate; the rate cap and exceptions differ for commercial transactions. Hence (B) is correct and (C), (D) and (A) are wrong.

Tip: Three interest periods — pre-suit (substantive law), pendente lite, and future — all under the court's discretion in Section 34.

Final Answer: Discretionary interest on the principal sum adjudged ⇒

[Go Back to Q47](#)



Q48.

Solution

Concept — Compensatory costs (Section 35A): Section 35A of the Code of Civil Procedure, 1908, empowers the court to award compensatory costs, up to the prescribed ceiling, where a claim or defence is false or vexatious to the knowledge of the party raising it, and an objection is taken at the earliest opportunity.

Step 1 — Distinguish the provisions: Section 35 deals with ordinary costs; Section 95 deals with compensation for obtaining arrest, attachment or injunction on insufficient grounds; Section 144 deals with restitution. Compensatory costs for a false or vexatious claim or defence fall squarely under Section 35A.

Tip: 35 = ordinary costs; 35A = penalty for false/vexatious litigation; 35B = costs for causing delay.

Final Answer: Section 35A ⇒

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

Q49.

Solution

Concept — Award of costs (Section 35): Section 35 of the Code of Civil Procedure, 1908, makes costs of and incident to a suit a matter for the discretion of the court. Ordinarily costs follow the event, that is, the unsuccessful party pays; but where the court directs otherwise it must record its reasons in writing.

Step 1 — Eliminate the absolutes: Costs are never bound to fall on the plaintiff regardless of result, parties do not always bear their own costs, and costs may be awarded against the Government as against any litigant. Only (D) captures the discretionary “follow the event” rule with the reason-recording safeguard.

Tip: “Costs follow the event” is the default, not an iron rule — the court may depart, but it must say why.

Final Answer: Discretionary; normally follows the event, with reasons if it does not ⇒

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



Q50.

Solution

Concept — Mesne profits: Section 2(12) of the Code of Civil Procedure, 1908, defines mesne profits as those profits which the person in wrongful possession of property actually received or might with ordinary diligence have received therefrom, together with interest, but not profits due to improvements made by him.

Step 1 — Match the definition: The claim described — profits actually or potentially received by a wrongful possessor of immovable property, plus interest — is the statutory definition of mesne profits. Liquidated damages, Section 144 restitution and Section 34 future interest are different concepts.

Tip: Mesne profits turn on wrongful possession and use “ordinary diligence” as the measure; improvements by the trespasser are excluded.

Final Answer: Mesne profits under Section 2(12) CPC ⇒

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

Q51.

Solution

Concept — Setting aside ex parte decree (Order 9 Rule 13): Where a decree is passed ex parte against a defendant, Order 9 Rule 13 of the Code of Civil Procedure, 1908, allows him to apply to set it aside on proof that the summons was not duly served, or that he was prevented by sufficient cause from appearing when the suit was called on for hearing.

Step 1 — Pick the right rule: Order 9 Rule 4 deals with restoration where the suit was dismissed for default; Order 9 Rule 8 deals with dismissal for the plaintiff’s non-appearance; Order 22 Rule 9 deals with abatement. The remedy against an ex parte decree is Order 9 Rule 13.

Tip: Ex parte decree set aside under O9R13; decree against plaintiff for default restored under the rule matching the mode of dismissal.

Final Answer: Order 9 Rule 13 ⇒

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



Q52.

Solution

Concept — Restoration after dismissal for default (Order 9 Rule 4): Where a suit is dismissed under Order 9 Rule 3 because neither party appeared, Order 9 Rule 4 of the Code of Civil Procedure, 1908, allows the plaintiff either to bring a fresh suit, subject to limitation, or to apply for an order to set aside the dismissal on satisfying the court of sufficient cause for non-appearance.

Step 1 — Note the dual remedy: A dismissal for default under Rule 3 is not a decision on the merits and does not operate as res judicata, so an appeal is not the route. Rule 4 expressly gives the plaintiff both restoration on sufficient cause and the alternative of a fresh suit. Option (D) is therefore correct.

Tip: Default dismissal \neq merits dismissal; restore under O9R4 or sue afresh within limitation.

Final Answer: Apply under Order 9 Rule 4 or bring a fresh suit \Rightarrow

[Go Back to Q52](#)

Q53.

Solution

Concept — Substituted service (Order 5 Rule 20): Order 5 Rule 20 of the Code of Civil Procedure, 1908, allows substituted service where the court is satisfied that the defendant is keeping out of the way to avoid service, or that the summons cannot be served in the ordinary way, by affixing a copy in a conspicuous place and by such other manner, including publication, as the court directs.

Step 1 — Distinguish the rules: Order 5 Rule 9 deals with ordinary delivery to the proper officer; Rule 15 with service on an adult member of the family when the defendant is absent; Order 3 Rule 1 with appearance through a recognised agent or pleader. Substituted service is Rule 20.

Tip: Substituted service under O5R20 is treated as effectual service as though personally served on the defendant.

Final Answer: Order 5 Rule 20 \Rightarrow

[Go Back to Q53](#)



Q54.

Solution

Concept — Accord and satisfaction: Where the parties agree to accept some different performance in place of the original obligation (the accord) and that substituted performance is rendered (the satisfaction), the original contract is discharged. This rests on Section 63 of the Indian Contract Act, 1872, which lets a promisee accept any satisfaction he thinks fit in lieu of performance.

Step 1 — Match the facts: The creditor accepts a smaller sum plus goods in full settlement, and the debtor performs — an executed accord followed by satisfaction. This is not mere novation of a written contract, nor remission requiring fresh consideration in every case, nor frustration. Option (A) is correct.

Tip: Accord is the agreement; satisfaction is its performance — both are needed before the old debt dies.

Final Answer: Discharge by accord and satisfaction ⇒

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

Q55.

Solution

Concept — Discharge by breach / anticipatory breach (Section 39): Section 39 of the Indian Contract Act, 1872, provides that when a party has refused to perform, or disabled himself from performing, his promise in its entirety, the promisee may put an end to the contract, unless he has signified, by words or conduct, his acquiescence in its continuance.

Step 1 — Apply to anticipatory breach: A refusal before the date of performance is an anticipatory breach. The innocent party may rescind at once and sue, or keep the contract alive. Indian law clearly recognises this, so options (A), (C) and (D) are wrong; (B) reflects Section 39 accurately.

Tip: Keeping the contract alive after anticipatory breach keeps it open for both parties — a risk for the innocent party.

Final Answer: May put an end to the contract under Section 39, absent acquiescence ⇒

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



Q56.

Solution

Concept — Restoration of benefit on a void agreement (Section 65): Section 65 of the Indian Contract Act, 1872, provides that when an agreement is discovered to be void, or when a contract becomes void, any person who has received any advantage under it is bound to restore it, or to make compensation for it, to the person from whom he received it.

Step 1 — Distinguish from neighbours: Section 73 deals with compensation for breach; Section 70 with obligations from non-gratuitous acts; the Section 56 proviso with knowledge of impossibility. Restoration of an advantage taken under a void agreement or a contract that becomes void is Section 65. Hence (C) is correct.

Tip: Section 65 prevents unjust enrichment once a contract is found void or becomes void — restore or compensate.

Final Answer: Section 65 ⇒

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

Q57.

Solution

Concept — Consequences of rescinding a voidable contract (Section 64): Section 64 of the Indian Contract Act, 1872, provides that when a person at whose option a contract is voidable rescinds it, the other party need not perform any promise therein in which he is the promisor, and the party rescinding a voidable contract shall, if he has received any benefit thereunder from another party, restore such benefit, so far as may be, to the person from whom it was received.

Step 1 — Separate void from voidable: Section 64 governs voidable contracts (rescission at the option of the aggrieved party); Section 65 governs agreements discovered to be void or contracts that become void. Section 75 deals with compensation on rightful rescission, and Section 2(j) merely defines a void contract. Option (A) is correct.

Tip: Section 64 = voidable contract rescinded; Section 65 = void agreement / contract become void — do not interchange them.

Final Answer: Section 64 of the Indian Contract Act, 1872 ⇒

Answer: (A) [Go Back to Q57](#)



Q58.

Solution

Concept — Revocation of a continuing guarantee (Sections 129–130): A continuing guarantee under Section 129 of the Indian Contract Act, 1872, covers a series of transactions. Section 130 allows the surety to revoke it, as to future transactions, by notice to the creditor; and by Section 131 it is also revoked, as to future transactions, by the surety's death, in the absence of any contract to the contrary.

Step 1 — Test the options: Revocation does not require the principal debtor's consent, is not barred merely because the creditor acted on it once, and needs no fresh consideration. The surety may revoke prospectively by notice, and death too operates as revocation for future transactions absent a contrary contract. Option (B) is correct.

Tip: Revocation of a continuing guarantee bites only on future transactions; liability already accrued survives.

Final Answer: Revocable by notice as to future transactions, and by the surety's death ⇒ B

Answer: (B) [Go Back to Q58](#)

Q59.

Solution

Concept — Absolute privilege in defamation: Statements made in the course of parliamentary proceedings, in judicial proceedings, and in certain official communications attract absolute privilege. Article 105 of the Constitution and the law of torts protect a Member's statements on the floor of the House, so that no action for defamation lies even if the statement was made maliciously.

Step 1 — Contrast with qualified privilege: Qualified privilege protects communications made in the discharge of a duty or interest but is defeated by proof of malice. Absolute privilege admits no such defeat. A statement in a House debate is absolutely privileged, so (D) is correct and (A), (B) and (C) are wrong.

Tip: Absolute privilege = malice irrelevant (Parliament, courts); qualified privilege = malice destroys the defence.

Final Answer: Absolute privilege; action does not lie even if malicious ⇒ D

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



Q60.

Solution

Concept — Innuendo in defamation: Where words are not defamatory in their natural and ordinary meaning but convey a defamatory secondary meaning to persons aware of certain extrinsic facts, the plaintiff must plead and prove that latent meaning as a legal innuendo. The classic illustration is *Cassidy v. Daily Mirror Newspapers Ltd.* (1929).

Step 1 — Apply to the facts: The published words are true on their face, but readers who know the surrounding facts understand them to impute money-laundering to X. The plaintiff cannot rely on the ordinary meaning alone; he must set up the innuendo and the extrinsic facts giving rise to it. Hence (A) is correct.

Tip: True innuendo needs special facts pleaded; false (popular) innuendo flows from the words' implied ordinary sense.

Final Answer: Must plead and prove the innuendo (secondary defamatory meaning) ⇒ A

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

Q61.

Solution

Concept — Independent-contractor exception to vicarious liability: As a general rule an employer is not vicariously liable for the torts of an independent contractor. The exceptions are well settled: where the work is extra-hazardous, where the employer owes a non-delegable duty (as in *Rylands v. Fletcher*-type situations or statutory duties), and where the employer authorises or ratifies the wrongful act.

Step 1 — Eliminate the irrelevant tests: Lump-sum payment, use of the contractor's own tools, or the mere fact that the tort occurred in working hours do not by themselves fix the employer with liability; they more often confirm the contractor's independence. Liability attaches only on the recognised exceptions in option (B).

Tip: Control test marks out the independent contractor; non-delegable duties and hazardous work are the main inroads on the immunity.

Final Answer: Extra-hazardous work, non-delegable duty, or authorisation/ratification ⇒ B

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



Q62.

Solution

Concept — Suit for possession based on title (Article 65): Article 65 of the Schedule to the Limitation Act, 1963, prescribes twelve years for a suit for possession of immovable property or any interest therein based on title, the time running from the point when the possession of the defendant becomes adverse to the plaintiff.

Step 1 — Contrast with Article 64: Article 64 (possession based on previous possession, not on title) runs from the date of dispossession. Under Article 65 the owner's title subsists until the defendant's possession becomes adverse for the full statutory period; so the starting point is adverse possession, not purchase, knowledge or the date of suit. Option (D) is correct.

Tip: Article 65 puts the burden on the defendant to prove adverse possession; mere long possession is not enough.

Final Answer: Twelve years from when the defendant's possession becomes adverse ⇒

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

Q63.

Solution

Concept — Disqualification of a murderer (HSA, s.25): Section 25 of the Hindu Succession Act, 1956, provides that a person who commits murder or abets the commission of murder is disqualified from inheriting the property of the person murdered, or any other property in furtherance of the succession to which he committed the murder. The principle rests on public policy — no one may profit from his own crime (*nemo ex suo delicto*).

Step 1 — Place the section correctly: Section 24 (now omitted by the 2005 amendment) dealt with certain widows remarrying; Section 27 states the effect of disqualification; Section 28 abolishes disqualification by disease or defect. The murder bar is squarely Section 25.

Tip: Remember the trio — s.25 murder, s.26 conversion's descendants, s.27 effect of disqualification.

Final Answer: The murder disqualification is in Section 25 ⇒

Answer: (A) [Go Back to Q63](#)



Q64.

Solution

Concept — No disqualification by disease or defect (HSA, s.28): Section 28 of the Hindu Succession Act, 1956, abolished the old Hindu-law disqualifications based on physical or mental infirmity. It declares that no person shall be disqualified from inheriting on the ground of any disease, defect or deformity, save as otherwise expressly provided in the Act.

Step 1 — Reject the distractors: Exclusion for incurable disease, a reduced half share for a blind or deaf heir, and an absolute bar for mental incapacity all reflect the pre-1956 position which Section 28 deliberately removed.

Tip: Section 28 is a clearing provision — it wipes out infirmity-based bars except those the Act itself keeps (e.g. s.25 murder).

Final Answer: No disqualification on the ground of disease, defect or deformity ⇒ B

Answer: (B) [Go Back to Q64](#)

Q65.

Solution

Concept — Effect of disqualification (HSA, s.27): Section 27 of the Hindu Succession Act, 1956, provides that if any person is disqualified from inheriting any property under the Act, it shall devolve as if such person had died before the intestate. The disqualified heir is thus treated as predeceasing the intestate.

Step 1 — Apply to the murderer: A murderer disqualified under Section 25 is deemed to have died before the intestate; the estate passes to the next eligible heirs as though he never existed in the line.

Step 2 — Reject the rest: There is no escheat to the State while other heirs exist, no automatic life interest, and the disqualification is personal — it does not, by Section 27 itself, taint the murderer's own heirs (subject to case law on tracing through him).

Tip: Disqualified = deemed predeceased; succession reopens to the next heirs.

Final Answer: Deemed to have died before the intestate ⇒ C

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



Q66.

Solution

Concept — Full-blood preference (HSA, s.18): Section 18 of the Hindu Succession Act, 1956, lays down that heirs related to the intestate by full blood shall be preferred to heirs related by half blood, if the nature of the relationship is the same in every other respect.

Step 1 — Understand the rule: Where two claimants stand in the same degree and class, the full-blood relation excludes the half-blood relation. Half-blood heirs are not absolutely excluded; they merely yield when a same-degree full-blood heir exists.

Step 2 — Reject the distractors: Half-blood heirs are not always excluded, do not always share equally per capita, and are not preferred over full-blood heirs.

Tip: “Same relationship in every other respect” is the trigger; full blood then wins.

Final Answer: Full blood preferred to half blood, relationship being otherwise the same ⇒

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

Q67.

Solution

Concept — Divorce by mutual consent (HMA, s.13B): Section 13B of the Hindu Marriage Act, 1955, inserted in 1976, provides for divorce by mutual consent on a joint petition presented by both spouses on the ground that they have been living separately for one year or more and have agreed to dissolve the marriage.

Step 1 — Distinguish the others: Section 13(1) lists fault grounds; Section 13(1A) allows divorce after a decree of judicial separation or restitution; Section 14 imposes the one-year bar on presenting any divorce petition.

Tip: “Mutual consent” is the cue word — always Section 13B.

Final Answer: Divorce by mutual consent is governed by Section 13B ⇒

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



Q68.

Solution

Concept — The cooling-off period (HMA, s.13B(2)): Under Section 13B(2) of the Hindu Marriage Act, 1955, after the first motion the parties must wait at least six months (and move within eighteen months) before the second motion and decree. This interval allows reflection and possible reconciliation, and is popularly called the cooling-off period.

Step 1 — Reject the rest: It is not judicial separation, not a limitation period for appeal, and not a maintenance period; it is a built-in pause between the two motions.

Tip: Six to eighteen months between first and second motion = cooling-off window.

Final Answer: The six-month interval is the cooling-off period ⇒

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

Q69.

Solution

Concept — Waiver of the cooling-off period: In *Amardeep Singh v. Harveen Kaur* (2017) the Supreme Court held that the six-month period under Section 13B(2) of the Hindu Marriage Act, 1955, is directory and not mandatory. The court may waive it where the marriage is irretrievably broken, all issues (alimony, custody) are settled and there is no possibility of reconciliation.

Step 1 — Reject the others: It is not mandatory in all cases, is not extended to a year for contested matters, and applies to mutual-consent petitions generally, not only to pre-1976 marriages.

Tip: *Amardeep Singh* = cooling-off period waivable in deserving cases.

Final Answer: Directory and waivable where the marriage is irretrievably broken ⇒

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



Q70.

Solution

Concept — Separation requirement (HMA, s.13B(1)): Section 13B(1) of the Hindu Marriage Act, 1955, requires that, before presenting a joint petition for divorce by mutual consent, the parties must have been living separately for a period of one year or more.

Step 1 — Apply the figure: The threshold is one year of living separately, coupled with the inability to live together and mutual agreement to dissolve the marriage. “Living separately” looks to the absence of marital relations, not merely living at different addresses.

Tip: s.13B(1) one year separate; s.13B(2) six-month cooling-off — do not confuse the two periods.

Final Answer: Living separately for one year or more ⇒

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

Q71.

Solution

Concept — Maintenance within iddat (MWPRD Act, s.3): Section 3(1)(a) of the Muslim Women (Protection of Rights on Divorce) Act, 1986, entitles a divorced woman to a reasonable and fair provision and maintenance to be made and paid to her within the iddat period by her former husband.

Step 1 — Read the text precisely: The making and payment must occur within the iddat period; the question of how far that provision must secure her future is settled in *Danial Latifi*. The literal time-limit for the husband’s act, however, is the iddat period.

Tip: “Within the iddat period” is the statutory phrase in s.3.

Final Answer: Provision and maintenance to be made and paid within the iddat period ⇒

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



Q72.

Solution

Concept — Scope of s.3 maintenance: In *Danial Latifi v. Union of India* (2001) the Supreme Court upheld the 1986 Act and read Section 3 to mean that, although the reasonable and fair provision and maintenance must be *made* within the iddat period, the quantum must be sufficient to provide for the divorced woman's future, extending beyond iddat.

Step 1 — Reject the rest: It is not confined to the days of iddat alone, not contingent on remarriage, and not limited to the unpaid dower; the provision looks to her future needs.

Tip: *Danial Latifi* = pay within iddat, but provide for life beyond iddat.

Final Answer: Made within iddat but extending to secure her future ⇒

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

Q73.

Solution

Concept — Maintenance after iddat (MWPRD Act, s.4): Section 4 of the Muslim Women (Protection of Rights on Divorce) Act, 1986, provides that where a divorced woman is unable to maintain herself after iddat, the Magistrate may order such of her relatives as would inherit her property to pay maintenance; and failing such relatives, may order the State Wakf Board to pay.

Step 1 — Reject the others: The former husband's liability under the Act is the s.3 provision within iddat, not lifetime maintenance under s.4; neither the State Government nor a municipal authority is the s.4 payer.

Tip: Post-iddat chain — inheriting relatives first, then the Wakf Board.

Final Answer: Inheriting relatives, and failing them the State Wakf Board ⇒

Answer: (D) [Go Back to Q73](#)



Q74.

Solution

Concept — Father's duty to maintain a son: Under classical Muslim law, a father must maintain his minor children. For a son the obligation continues until the son attains puberty or majority and becomes capable of maintaining himself; for a daughter, until she is married.

Step 1 — Reject the distractors: Seven years marks the end of the mother's *hizanat* (custody) of a son, not the father's maintenance duty; "completes education in every case" and "marries irrespective of age" overstate the rule for a son.

Tip: Son maintained till he can earn (puberty/majority); daughter till marriage.

Final Answer: Until the son attains puberty or majority and can maintain himself ⇒ C

Answer: (C) [Go Back to Q74](#)

Q75.

Solution

Concept — Maintenance of parents: Under Muslim law a son in easy circumstances is bound to maintain his poor parents, whether the father is able to earn or not, and the obligation extends to both a poor father and a poor mother who are unable to maintain themselves.

Step 1 — Reject the others: The duty does exist under Muslim law; it is not confined to the eldest son alone, nor is it conditional on the parents transferring their property to him.

Tip: A son of means must support indigent parents; this is reinforced by s.125 CrPC too.

Final Answer: The duty exists and covers a poor father and mother unable to maintain themselves ⇒ D

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



Q76.

Solution

Concept — Sharers and residuaries: In Sunni law of inheritance heirs fall into three classes — sharers (*ashab al-faraid*), who take a fixed Quranic fraction; residuaries (*asabat*), who take whatever remains after the sharers; and distant kindred, who inherit only when there are no sharers or residuaries.

Step 1 — Identify the residue-takers: The heirs who take the residue after the sharers are satisfied are the residuaries (*asabat*). Distant kindred are a separate, lower class; “escheators” and “uterine collaterals” are not the term sought.

Tip: Order of taking — sharers, then residuaries, then distant kindred.

Final Answer: The residue-takers are the residuaries (*asabat*) ⇒

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

Q77.

Solution

Concept — Widow’s Quranic share: Under Sunni (Hanafi) law a widow is a Quranic sharer. Where the deceased husband leaves a child or a child of a son however low, the widow takes one-eighth; in the absence of any such descendant she takes one-fourth.

Step 1 — Apply the facts: Here the husband leaves lineal descendants, so the widow’s share is one-eighth. (Where there are several widows, the one-eighth is shared equally among them.)

Tip: Widow — $1/8$ with children, $1/4$ without; husband’s shares are the doubles ($1/4$ and $1/2$).

Final Answer: The widow takes one-eighth ⇒

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

Q78.

Solution

Concept — Husband’s Quranic share: Under Sunni law the husband is a Quranic sharer. Where the deceased wife leaves a child or child of a son however low, the husband takes one-fourth; where there is no such descendant, the husband takes one-half.

Step 1 — Apply the facts: The wife dies without any child or son’s child, so the



surviving husband's share is one-half.

Tip: Husband — $1/2$ without children, $1/4$ with; the widow's corresponding shares are $1/4$ and $1/8$.

Final Answer: The husband takes one-half \Rightarrow

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

Q79.

Solution

Concept — Liabilities of a mortgagee in possession (TPA, s.76): Section 76 of the Transfer of Property Act, 1882, sets out the duties of a mortgagee in possession — to manage the property as a person of ordinary prudence would manage his own, to collect rents and profits, to pay government dues, and to keep the property free from deterioration, accounting for receipts.

Step 1 — Reject the others: Section 58 defines a mortgage and its kinds; Section 60 confers the mortgagor's right of redemption; Section 65 lists the mortgagor's implied covenants. The duties of a mortgagee in possession are in Section 76.

Tip: s.76 = "A B C D E F G" duties of the mortgagee in possession.

Final Answer: The liabilities of a mortgagee in possession are in Section 76 \Rightarrow

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

Q80.

Solution

Concept — Right of redemption (TPA, s.60): Section 60 of the Transfer of Property Act, 1882, confers on the mortgagor, on payment of the mortgage-money, the right to require the mortgagee to deliver the mortgage-deed and possession, and to re-transfer or reconvey the property. This is the right of redemption, the very essence of a mortgage.

Step 1 — Reject the others: Foreclosure is the mortgagee's remedy barring redemption; subrogation (s.92) lets a redeeming party take the prior mortgagee's place; marshalling (s.81) orders the sequence of resort to securities.

Tip: "Once a mortgage, always a mortgage" — redemption cannot be clogged.

Final Answer: The mortgagor's right is the right of redemption \Rightarrow

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



Q81.

Solution

Concept — Marshalling securities (TPA, s.81): Section 81 of the Transfer of Property Act, 1882, gives a subsequent mortgagee the right to require the prior mortgagee, who holds two or more properties, to realise his debt as far as possible out of the property not also mortgaged to the subsequent mortgagee, so as not to prejudice the latter's security.

Step 1 — Reject the others: Subrogation (s.92) substitutes a redeeming party for the satisfied mortgagee; contribution (s.82) apportions the burden among several properties; consolidation is the now-restricted right to refuse partial redemption.

Tip: Marshalling = “arrange the order” so the prior creditor hits the unshared fund first.

Final Answer: The subsequent mortgagee's right is marshalling securities ⇒

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

Q82.

Solution

Concept — Subrogation (TPA, s.92): Section 92 of the Transfer of Property Act, 1882, provides that a person (such as a puisne mortgagee or a co-mortgagor) who redeems a prior mortgage is, on redemption, subrogated to the rights of the mortgagee whose mortgage he redeems — he steps into the shoes of the satisfied mortgagee.

Step 1 — Reject the others: Marshalling (s.81) merely orders resort to securities; foreclosure bars redemption; reconveyance is the re-transfer of the property to the mortgagor on redemption.

Tip: “Stand in the shoes” of the paid-off mortgagee = subrogation; conventional subrogation needs a registered agreement.

Final Answer: The redeeming party's right is subrogation ⇒

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



Q83.

Solution

Concept — Easement of necessity: Under Section 13 of the Indian Easements Act, 1882, where a grant of land cannot be enjoyed at all without a particular right, the law implies an easement of necessity — for instance, a right of way to a parcel that is otherwise landlocked.

Step 1 — Distinguish from quasi-easement: An easement of necessity requires absolute necessity, not mere convenience. It is to be contrasted with a quasi-easement (continuous and apparent use), with prescription (long enjoyment), and with a customary right.

Tip: Landlocked plot reachable only over the grantor's land = easement of necessity.

Final Answer: The right of way is an easement of necessity ⇒

[Go Back to Q83](#)

Q84.

Solution

Concept — Quasi-easement: A quasi-easement is a use enjoyed by an owner over one part of his land for the benefit of another part during unity of ownership. On severance, if the use was continuous and apparent and necessary for reasonable enjoyment, a corresponding easement may pass to the transferee — the rule in *Wheeldon v. Burrows* (1879), reflected in Section 13 of the Indian Easements Act, 1882.

Step 1 — Reject the others: It is not a customary or prescriptive easement, and it is wider than an easement of necessity (which needs absolute necessity, not mere apparent and continuous use).

Tip: One owner, two heritages, continuous and apparent use = quasi-easement crystallising on transfer.

Final Answer: The right is a quasi-easement ⇒

[Go Back to Q84](#)



Q85.

Solution

Concept — Related-party transactions (Companies Act, s.188): Section 188 of the Companies Act, 2013, requires Board approval for specified related-party transactions, and, where the transaction is not in the ordinary course of business or not on an arm's length basis and exceeds the prescribed thresholds, the prior approval of the company by a resolution in general meeting.

Step 1 — Note the 2015 change: The original “special resolution” requirement was substituted by an ordinary “resolution” of the company in general meeting by the 2015 amendment. Hence shareholder approval by resolution in general meeting is required.

Step 2 — Reject the others: Board approval alone does not suffice for non-arm's-length threshold transactions; no “unanimous” resolution is mandated; mere later disclosure is insufficient.

Tip: s.188 = Board approval, plus members' resolution for big non-arm's-length deals; interested members do not vote.

Final Answer: A resolution of the company in general meeting ⇒

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

Q86.

Solution

Concept — Quorum for Board meetings (Companies Act, s.174): Section 174(1) of the Companies Act, 2013, fixes the quorum for a Board meeting at one-third of the total strength of the Board, or two directors, whichever is higher.

Step 1 — Apply and reject: Any fraction of one-third is rounded up to the next whole number. “Whichever is less” inverts the rule; a bare majority is not required; and directors cannot attend by proxy — only in person or, where permitted, through video conferencing.

Tip: Board quorum = higher of (1/3 of total strength) or (2 directors).

Final Answer: One-third of total strength or two directors, whichever is higher ⇒

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



Q87.

Solution

Concept — Remuneration of independent directors (Companies Act, s.149): Section 149(9) of the Companies Act, 2013, provides that an independent director shall not be entitled to any stock option, and may receive remuneration only by way of sitting fees, reimbursement of expenses for participation in meetings, and a profit-related commission as approved by the members.

Step 1 — Reject the others: An independent director cannot hold stock options or take a profit share like an executive; there is no minimum shareholding requirement (indeed pecuniary interest may impair independence); and such directors are appointed by the company, not held at the promoters' pleasure.

Tip: Independent director = no ESOPs; only sitting fees, expenses and approved commission.

Final Answer: Only sitting fees, expenses and approved commission, with no stock option ⇒

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

Q88.

Solution

Concept — Pre-grant opposition (Patents Act, s.25(1)): Section 25(1) of the Patents Act, 1970, allows any person, by way of representation, to oppose the grant of a patent after the application is published but before the patent is granted. This is pre-grant opposition.

Step 1 — Contrast with s.25(2): Post-grant opposition under Section 25(2) may be filed by an interested person within twelve months from the date of publication of the grant. Revocation under Section 64 lies before the High Court (post-2021 transfer from the IPAB), and compulsory licensing under Section 84 is an unrelated remedy.

Tip: s.25(1) before grant (pre-grant); s.25(2) after grant (post-grant, within 12 months).

Final Answer: An opposition under s.25(1) before grant is pre-grant opposition ⇒

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



Q89.

Solution

Concept — Equal treatment & rules of procedure (ss.18-19): Section 18 of the Arbitration and Conciliation Act, 1996, mandates that the parties be treated with equality and that each party be given a full opportunity to present its case. Section 19 declares that the tribunal is not bound by the Code of Civil Procedure, 1908, or the Indian Evidence Act, 1872, and the parties are free to agree on the procedure, failing which the tribunal conducts the proceedings as it considers appropriate.

Step 1 — Eliminate the others: Options (A) and (B) are wrong because s.19 expressly frees the tribunal from the CPC and the Evidence Act; (D) violates the equality and full-opportunity guarantee of s.18.

Tip: “s.18 = equality + full opportunity; s.19 = free of CPC & Evidence Act.”

Final Answer: Equality, full opportunity, and freedom from the CPC and Evidence Act ⇒

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

Q90.

Solution

Concept — Hearings and written proceedings (s.24): Section 24(1) of the Arbitration and Conciliation Act, 1996, leaves it to the tribunal to decide whether to hold oral hearings or to proceed on the basis of documents and other materials, subject to a vital proviso: the tribunal *shall* hold oral hearings, at an appropriate stage, if a party so requests, unless the parties have agreed that no oral hearing shall be held.

Step 1 — Eliminate the others: (B) is wrong because documents-only proceedings are permitted where the parties so agree; (C) ignores that the tribunal may dispense with oral hearings; (D) contradicts the proviso protecting a party's request.

Tip: “A party's request for an oral hearing prevails unless the parties have agreed otherwise.”

Final Answer: Tribunal decides, but must hold oral hearings on a party's request absent contrary agreement ⇒

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



Q91.

Solution

Concept — Default of a party (s.25): Section 25(a) of the Arbitration and Conciliation Act, 1996, provides that where the claimant fails, without sufficient cause, to communicate his statement of claim under s.23(1), the arbitral tribunal *shall terminate* the proceedings. (Contrast s.25(b), where a respondent's default is not treated as an admission.)

Step 1 — Eliminate the others: (A) wrongly imports an “admission” consequence that s.25(c) reserves only for failure to appear; (C) and (D) are not contemplated by s.25 at all.

Tip: “Claimant's default = termination; respondent's default ≠ admission.”

Final Answer: The tribunal shall terminate the proceedings ⇒ B

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

Q92.

Solution

Concept — Tribunal-appointed expert (s.26): Section 26 of the Arbitration and Conciliation Act, 1996, empowers the tribunal to appoint one or more experts to report on specific issues. Under s.26(2), if a party so requests, or if the tribunal considers it necessary, the expert shall, after delivery of his written or oral report, participate in an oral hearing where the parties have the opportunity to put questions to him.

Step 1 — Eliminate the others: (A) is wrong because the expert can be required to attend even after a written report; (B) and (C) deny the parties the express right under s.26(2) to question the expert.

Tip: “A tribunal-appointed expert is examinable by the parties under s.26(2).”

Final Answer: The expert must participate and answer the parties' questions on request ⇒ D

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



Q93.

Solution

Concept — Termination of proceedings (s.32): Section 32(2)(a) of the Arbitration and Conciliation Act, 1996, provides that the tribunal shall issue an order terminating the proceedings where the claimant withdraws his claim, *unless* the respondent objects and the tribunal recognises a legitimate interest on his part in obtaining a final settlement of the dispute.

Step 1 — Eliminate the others: (B) a jurisdictional objection is dealt with under s.16, not termination; (C) appointing an expert (s.26) is a procedural step, not a ground of termination; (D) a request for an oral hearing (s.24) does not terminate proceedings.

Tip: “Withdrawal terminates, unless the respondent shows a legitimate interest in finality.”

Final Answer: Withdrawal of claim, subject to the respondent’s legitimate interest in finality ⇒

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

Q94.

Solution

Concept — Interest in the award (s.31(7)): Section 31(7)(a) of the Arbitration and Conciliation Act, 1996, permits the tribunal, unless otherwise agreed, to include interest at a reasonable rate for the whole or part of the period between the cause of action and the date of the award (pre-award interest), and s.31(7)(b) provides for post-award interest on the sum directed to be paid, unless the award otherwise directs. The principle was explained in *Hyder Consulting (UK) Ltd. v. Governor, State of Orissa* (2015).

Step 1 — Eliminate the others: (A) is wrong, as interest is expressly permitted; (B) ignores the pre-award limb; (D) invents a fixed six-per-cent simple-interest cap that the section does not impose.

Tip: “s.31(7) = pre-award interest (reasonable rate) + post-award interest.”

Final Answer: Reasonable pre-award interest plus post-award interest, subject to contrary agreement ⇒

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



Q95.

Solution

Concept — Mediator’s qualifications & role: In mediation the third party is a neutral, impartial facilitator who is qualified and trained to assist the disputing parties in communicating and negotiating, helping them to reach a voluntary and mutually acceptable settlement. The mediator does not adjudicate or impose any outcome; the settlement is the parties’ own, a feature affirmed in *Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.* (2010).

Step 1 — Eliminate the others: (A) describes an arbitrator, not a mediator; (C) destroys the requirement of neutrality and impartiality; (D) confuses the mediator with a witness and breaches confidentiality.

Tip: “Mediator = neutral facilitator; he assists, he does not decide.”

Final Answer: A neutral, impartial facilitator who helps the parties reach their own settlement ⇒

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

Q96.

Solution

Concept — Confidentiality of mediation & its exceptions: Confidentiality is fundamental to mediation, and mediation communications are ordinarily inadmissible in later proceedings. The protection, however, yields to recognised exceptions, for instance where disclosure is necessary to implement or enforce the mediated settlement agreement, where it concerns a threat or actual commission of violence, or where disclosure is required by law (see s.22 of the Mediation Act, 2023).

Step 1 — Eliminate the others: (A) and (B) destroy confidentiality outright and are wrong; (C) wrongly equates the enforceable settlement agreement with the protected discussions — the agreement itself is disclosable for enforcement.

Tip: “Confidentiality is the rule; enforcement, threat of violence, and legal compulsion are the exceptions.”

Final Answer: Disclosure for enforcement, threat of violence, or as required by law ⇒

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



Q97.

Solution

Concept — Mandatory pre-institution mediation (s.12A, Commercial Courts Act, 2015): Section 12A provides that a suit which does not contemplate any urgent interim relief shall not be instituted unless the plaintiff has first exhausted the remedy of pre-institution mediation in the manner prescribed. The Supreme Court in *Patil Automation (P) Ltd. v. Rakheja Engineers (P) Ltd.* (2022) held this requirement to be mandatory.

Step 1 — Eliminate the others: (B) is contrary to the mandatory holding in *Patil Automation*; (C) is wrong because suits contemplating urgent interim relief are expressly carved out; (D) invents a one-crore threshold not found in s.12A.

Tip: “No urgent interim relief = mediate first; it is mandatory.”

Final Answer: The suit cannot be instituted without first exhausting pre-institution mediation ⇒

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

Q98.

Solution

Concept — Review of disciplinary orders & limitation for complaints: Section 44 of the Advocates Act, 1961, empowers a disciplinary committee of a Bar Council, of its own motion or otherwise, to review any order passed by it. The Act prescribes no period of limitation for entertaining a complaint of professional misconduct, so a complaint is not barred merely by lapse of time, as recognised in *O.N. Mohindroo v. Bar Council of Delhi* (1968).

Step 1 — Eliminate the others: (A) is wrong because s.44 expressly allows review; (B) invents a one-year limitation that the Act does not contain; (D) ignores the Bar Council’s own review power.

Tip: “s.44 allows review; no limitation period bars a misconduct complaint.”

Final Answer: Review is permitted under s.44, and no limitation bars a misconduct complaint ⇒

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



Q99.

Solution

Concept — Duty not to communicate with a represented opposite party: The Bar Council of India Rules (Standards of Professional Conduct, duties to the opposite party) provide that an advocate shall not, in any way, communicate or negotiate upon the subject matter of a controversy with a party who is known to be represented by an advocate, except through or with the consent of that advocate.

Step 1 — Eliminate the others: (A) directly violates the rule by permitting direct contact; (C) breaches the duty of confidentiality owed to the client; (D) amounts to professional misconduct and is impermissible.

Tip: “Deal with a represented party only through, or with the consent of, his advocate.”

Final Answer: No direct communication with a represented party except through or with his advocate’s consent ⇒ **B**

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

Q100.

Solution

Concept — Advocate not to act as a witness in his own client’s case: The Bar Council of India Rules direct that an advocate should not accept a brief or appear in a case in which he has reason to believe that he will be a witness, and if, while engaged, he comes to realise that he is a witness on a material question of fact, he should not continue to appear if he can retire without jeopardising his client’s interests. The roles of advocate and witness are incompatible.

Step 1 — Eliminate the others: (A), (B) and (C) all permit the advocate to combine the conflicting roles of counsel and witness, which the rule forbids precisely to preserve the integrity of the testimony and the advocate’s independence.

Tip: “An advocate cannot be both counsel and witness on a material fact in the same case.”

Final Answer: He should not accept the brief, or should retire, if he is to be a material witness ⇒ **D**

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



Answer Key

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

