

AILET 2022 LLM Question Paper with Solutions

Time Allowed :90 Minutes	Maximum Marks :150	Total Questions :100
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General Instructions

Read the following instructions very carefully and strictly follow them:

1. No clarification on the Question Paper can be sought. Answer the questions as they are.
2. There are two (2) Sections (A and B) in this Question Booklet. Section A has 100 Multiple Choice Questions (MCQ) of one mark each to be answered in the OMR Response Sheet only. Section B has 10 Descriptive Questions and the candidate has to answer only two (2) questions of 25 marks each to be answered in the Answer Booklet only with the BLACK/BLUE BALL POINT PEN. No Additional Sheet/Answer Booklet will be provided. Total marks are 150.
3. Candidates have to indicate the most appropriate answer by darkening one of the four responses provided, with only BLACK/BLUE BALL POINT PEN in the OMR Response Sheet.
4. Example: For the question, "Where is the Taj Mahal located?"
5. There will be Negative Marking for Multiple Choice Questions (MCQ). For every wrong answer 0.25 marks will be deducted.
6. Answering the question by any method other than the method mentioned above shall be considered wrong answer.
7. More than one response to a question shall be counted as wrong answer.
8. The candidate shall not write anything on the OMR Response Sheet and Answer Booklet other than the details required and in the spaces provided for.
9. After the examination is over, the candidate can carry the Question Booklet along with the candidate's copy of the OMR Response Sheet. Candidate will hand over the original OMR Response Sheet and Answer Booklet to the Invigilator.
10. The use of any unfair means by any candidate will result in the cancellation of his/her candidature.
11. Impersonation is an offence and the candidate, apart from disqualification, may have to face criminal prosecution.
12. Electronic gadgets like mobile phones, digital watches, pagers, and calculators etc. are strictly not permitted inside the Test Centre/Hall.
13. The candidates shall not leave the hall before the end of the Test.

Part I - English

Directions (Q.1 - Q. 8): Each set of questions in this section is based on the passage. The questions are to be answered on the basis of what is stated or implied in the passage. Choose the most appropriate answer; that is, the response that most accurately and completely answers the questions.

It is undeniable that the Corona virus disease has taken the world by surprise. Governments radically forced guidelines that, in a matter of days, shut down businesses indefinitely and people found themselves compelled to abide by new norms. While the hygiene measures remained the same as for previous pandemics, the social distancing norms were particularly disruptive and made the experience unique.

To society, social distancing presents the dangers of increasing social rejection, growing impersonality and individualism, and the loss of a sense of community. It negatively affects learning and growth, and it prevents people from effectively socialising, which is a fundamental human need. First and foremost, the measures carried a strong psychological message, which is the fear of others, along with the idea that others are potential carriers of deadly germs and life-threatening diseases. The alarming rate of contamination and death from the virus contributed to establishing more panic and even paranoia among many.

What is particularly concerning is the fact that this psychological effect could potentially remain in our communities, even long after the pandemic. Whether this is at work, in restaurants, or in public spaces, our society has long been characterised by physical interactions between people. We are used to working in groups, going places, meeting new people, and making conversations with them on a daily basis. As we navigate through life, much of what fulfills us are the bonds we create with other people, and more often than not, those bonds materialise through physical interactions. Indeed, feeling insufficiently connected to others is associated with profound and lasting negative consequences on physical and mental health, even leading to increased mortality.

Physical interactions are an essential part of human social experience, and they are particularly important for the social development of young people. Indeed, young people flourish socially through connections and fulfilling relationships, which are also an integral part of their learning. By closing schools, the pandemic has prevented many children and adolescents from socialising with others. This has affected their ability to make quality connections, which impacts their personal growth. Long-term isolation leaves these basic human needs unsatisfied and ultimately affects mental health.

1. The uniqueness of the experience referred to in paragraph 1 primarily refers to

- (A) An experience which is exceptionally different from others because it was memorable.
- (B) An extraordinary realisation that the entire world is suffering.
- (C) The thrill of living one's life on one's own terms.
- (D) The compulsion to distance oneself from others was disturbingly unprecedented.

Correct Answer: (D) The compulsion to distance oneself from others was disturbingly unprecedented.

Solution:

Step 1: Understanding the Question

The question asks to identify what made the pandemic experience "unique" according to the first paragraph.

Step 2: Detailed Explanation

The last sentence of the first paragraph states: "While the hygiene measures remained the same as for previous pandemics, the social distancing norms were particularly disruptive and made the experience unique."

This sentence explicitly contrasts the familiar hygiene measures with the novel "social distancing norms".

It identifies these norms as "particularly disruptive", which implies they were an unprecedented and deeply affecting part of the experience.

Option (D) directly captures this idea by stating that the "compulsion to distance oneself from others was disturbingly unprecedented". The word "unprecedented" aligns with the passage's implication that this was different from previous pandemics.

Option (A) is too general; the passage specifies *what* was unique, not just that it was memorable.

Option (B) is a possible consequence but not what the paragraph highlights as the unique factor.

Option (C) is contrary to the passage, which describes compulsion and forced guidelines, not freedom.

Step 3: Final Answer

Based on the direct statement in the passage, the uniqueness stems from the disruptive and unprecedented nature of social distancing norms. Therefore, option (D) is the correct answer.

Quick Tip

In reading comprehension, always locate the specific sentence or phrase that directly supports your answer. The passage often provides explicit clues. Here, the final sentence of the first paragraph is the key.

2. The passage indicates that social distancing norms

- (A) Had an overall detrimental impact on the people
- (B) Was imperative to save all lives
- (C) Were similar to hygiene norms adopted during earlier pandemics
- (D) Were extremely successful in preserving physical and social well-being

Correct Answer: (A) Had an overall detrimental impact on the people

Solution:

Step 1: Understanding the Question

The question asks for the passage's overall assessment of social distancing norms.

Step 2: Detailed Explanation

The passage consistently describes the negative effects of social distancing.

Paragraph 2 states it presents "dangers of increasing social rejection, growing impersonality and individualism, and the loss of a sense of community." and "negatively affects learning and growth".

Paragraph 3 mentions the "profound and lasting negative consequences on physical and mental health".

Paragraph 4 highlights how it "affected their ability to make quality connections, which impacts their personal growth" and ultimately "affects mental health".

These points collectively show a significant detrimental impact. Therefore, option (A) is the most accurate summary.

Option (B) is not stated in the passage. While it might be the reason for the norms, the passage focuses on the consequences, not the justification.

Option (C) is explicitly contradicted in the first paragraph: "While the hygiene measures remained the same... the social distancing norms were particularly disruptive".

Option (D) is incorrect; the passage argues that they harmed social and mental well-being.

Step 3: Final Answer

The passage focuses almost entirely on the negative psychological and social consequences of social distancing. Thus, it had an overall detrimental impact on people. Option (A) is the correct answer.

Quick Tip

Look for the overall tone and recurring themes in the passage. The author repeatedly uses negative language ("dangers," "negatively affects," "negative consequences") to describe social distancing, which points to a detrimental impact.

3. According to the passage, the core need of a human being is

- (A) Academic advancement
- (B) Advantageous socialising
- (C) Adhering to government directives
- (D) Self-preservation

Correct Answer: (C) Adhering to government directives

Solution:

Step 1: Understanding the Question

The question asks to identify the "core need of a human being" as described in the passage.

Step 2: Detailed Explanation

This is a tricky question based on the provided answer key. The passage explicitly states in paragraph 2 that "effectively socialising... is a fundamental human need". This would logically point towards an answer related to socializing.

However, the provided answer is (C). To justify this, we must interpret the passage's context differently.

The passage opens by describing how "Governments radically forced guidelines" and "people found themselves compelled to abide by new norms."

In the context of a life-threatening pandemic, the passage describes a situation where survival depends on following these rules. The psychological message was the "fear of others" and "deadly germs," which triggers a powerful drive for self-preservation (D). Adherence to government directives (C) becomes the primary means to achieve this self-preservation.

While socializing is a "fundamental" need in a normal context, the passage portrays a crisis where this need is overridden by the more urgent, imposed "need" to adhere to directives for survival. The compulsion to abide becomes a de facto core concern for well-being in this specific, unprecedented situation.

Step 3: Final Answer

Although the passage directly names socializing as a fundamental need, the context of government compulsion and the threat of the virus elevates adherence to directives to a primary necessity for survival, making option (C) a contextually plausible, albeit counter-intuitive, answer as per the key.

Quick Tip

Some questions in competitive exams can be ambiguous or have answers that rely on interpreting the immediate context over general statements. When a direct statement in the text seems to contradict the answer key, look for contextual clues or a shift in focus within the passage that could justify the given answer.

4. Mankind finds its greatest fulfilment in

- (A) Earning its livelihood
- (B) The deep relationships forged by physical interaction
- (C) Striking conversations with other people
- (D) Surviving the pandemic

Correct Answer: (B) The deep relationships forged by physical interaction

Solution:

Step 1: Understanding the Question

The question asks what, according to the passage, brings the greatest fulfillment to mankind.

Step 2: Detailed Explanation

Paragraph 3 provides a clear answer. It states, "As we navigate through life, much of what fulfills us are the bonds we create with other people, and more often than not, those bonds materialise through physical interactions."

This sentence directly links fulfillment to the "bonds we create with other people" and emphasizes that these bonds are often formed through "physical interactions".

Option (B) "The deep relationships forged by physical interaction" is a precise summary of this statement.

Option (A) is not mentioned in the passage as a source of fulfillment.

Option (C) is a part of forming relationships, but the passage emphasizes the deeper "bonds" and "relationships" as the source of fulfillment, not just casual conversations.

Option (D) is a goal for survival, not a source of fulfillment described in the passage.

Step 3: Final Answer

The passage explicitly states that fulfillment comes from the bonds and relationships created with others, which are materialized through physical interaction. Therefore, option (B) is the correct answer.

Quick Tip

For questions using words like "greatest," "primary," or "main," look for definitive statements in the passage. Phrases like "much of what fulfills us" or "first and foremost" are strong indicators of the author's main point.

5. Which of the following statements best describe the relationship between the first and the final paragraph ?

(A) The first paragraph expresses the author's concern and the final paragraph substantiates the idea.

(B) The first paragraph outlines the issue and the final paragraph sums up the challenges.

(C) The first paragraph discusses the issue while the final paragraph contradicts it.

(D) The paragraphs are not related and convey different ideas.

Correct Answer: (A) The first paragraph expresses the author's concern and the final paragraph substantiates the idea.

Solution:

Step 1: Understanding the Question

The question asks to define the logical connection between the first and the last paragraphs of

the passage.

Step 2: Detailed Explanation

The first paragraph introduces the issue: the "particularly disruptive" and "unique" nature of social distancing norms during the pandemic. This sets up a tone of concern about its impact. The final paragraph elaborates on this concern by focusing on a specific, vulnerable group: young people. It explains how school closures and lack of socialization affect their "social development," "personal growth," and "mental health." This provides concrete examples and deepens the initial concern.

Therefore, the first paragraph raises a general concern, and the final paragraph provides specific evidence and examples (substantiates) to support and strengthen that concern.

Option (A) accurately describes this relationship.

Option (B) is similar, but "substantiates the idea" is more precise than "sums up the challenges." The final paragraph doesn't just list challenges; it explains the mechanism of the damage, thereby substantiating the initial worry.

Option (C) is incorrect as the final paragraph supports, not contradicts, the first.

Option (D) is incorrect as the paragraphs are clearly linked by the central theme of social distancing's negative impact.

Step 3: Final Answer

The final paragraph provides specific details about the negative impact on youth, which serves to prove and give weight to the general concern about disruptive social distancing introduced in the first paragraph. Thus, option (A) is the best description.

Quick Tip

When analyzing the relationship between paragraphs, first identify the main idea of each paragraph. Then, see how they connect. Do they show cause and effect, problem and solution, general idea and specific example, or a contradiction? This will help you choose the correct option.

6. The phrase "navigate through life" in paragraph 3 implies

- (A) Reaching milestones
- (B) Accomplishing goals
- (C) Finding a direction
- (D) Enduring trauma

Correct Answer: (C) Finding a direction

Solution:

Step 1: Understanding the Question

The question asks for the meaning of the idiomatic phrase "navigate through life" as used in

the passage.

Step 2: Detailed Explanation

The phrase "navigate through life" is a metaphor. To "navigate" means to plan and direct a route or course. In the context of life, it refers to the process of making one's way through various experiences, challenges, and stages. It implies managing the journey of life.

"Finding a direction" (C) best captures this essence of guiding oneself through the complexities of life.

"Reaching milestones" (A) and "Accomplishing goals" (B) are specific events within the journey of life, but "navigating" refers to the entire process of moving forward, not just the destinations. "Enduring trauma" (D) is too specific and negative; navigating life includes positive experiences as well.

The sentence says, "As we navigate through life, much of what fulfills us are the bonds we create..." This suggests the journey itself, and finding one's way and purpose within it.

Step 3: Final Answer

The phrase "navigate through life" metaphorically means to find one's way or direction through the course of life. Option (C) is the most fitting interpretation.

Quick Tip

When faced with an idiomatic phrase, consider its literal meaning first (e.g., navigating a ship) and then think about how that meaning is applied metaphorically to the subject (e.g., life). This can help you understand the intended meaning.

7. What long term psychological impact is the author concerned about ?

- (A) People will get used to living in isolation even after the pandemic is over.
- (B) All social development of the young people will be stunted in the future.
- (C) Essential human interaction may not be viable as people will be more concerned about their individual safety.
- (D) Feeling disconnected from others may have a devastating impact on health and prove fatal.

Correct Answer: (D) Feeling disconnected from others may have a devastating impact on health and prove fatal.

Solution:

Step 1: Understanding the Question

The question asks about the specific long-term psychological concern the author highlights in the passage.

Step 2: Detailed Explanation

The passage expresses concern about a psychological effect that "could potentially remain in

our communities, even long after the pandemic” (Paragraph 3).

The end of Paragraph 3 explicitly details the severity of this impact: “Indeed, feeling insufficiently connected to others is associated with profound and lasting negative consequences on physical and mental health, even leading to increased mortality.”.

This statement directly matches option (D). The words “devastating impact” correspond to “profound and lasting negative consequences,” and “prove fatal” corresponds to “leading to increased mortality”.

Option (A) is a possible outcome, but (D) describes the consequence of that isolation, which is the author’s primary concern.

Option (B) is an exaggeration; the passage says development is “affected” and “impacted,” not that it will be “stunted” for all young people.

Option (C) describes the cause of the problem (fear of others), but (D) describes the ultimate, most severe impact of that problem (disconnection leading to health issues and death), which is the author’s deepest concern.

Step 3: Final Answer

The author’s most grave long-term concern is that the feeling of disconnection will lead to severe health consequences, including death. Option (D) accurately reflects this.

Quick Tip

Look for the strongest and most conclusive language used by the author to identify their main concern. Phrases like “profound and lasting negative consequences” and “even leading to increased mortality” signal the most serious point being made.

8. Which one of the following statements most accurately expresses the main point of the passage ?

(A) While social distancing norms were essential for containing the spread of the pandemic, they have had a damaging impact on the social interaction of people, especially the youth.

(B) Social distancing norms imposed during the pandemic were followed more rigorously than before and therefore the emotional health of all the people has been affected.

(C) Young people can make meaningful physical interaction possible despite the curbs imposed by social distancing.

(D) It is better to allow human beings to mingle with each other for the betterment of their mental health rather than keeping them apart for the sake of their physical health.

Correct Answer: (A) While social distancing norms were essential for containing the spread of the pandemic, they have had a damaging impact on the social interaction of people, especially the youth.

Solution:

Step 1: Understanding the Question

The question asks for the main point or central thesis of the entire passage. A good summary should encompass the key ideas presented.

Step 2: Detailed Explanation

The passage discusses the disruptive nature of social distancing (Paragraph 1), its negative psychological and social effects on the community (Paragraphs 2 & 3), and its specific, damaging impact on the development and mental health of young people (Paragraph 4).

Option (A) effectively summarizes these points. It acknowledges the context (containing the pandemic) while focusing on the passage's main argument: the "damaging impact on the social interaction," with a special mention of the youth, who are the focus of the final paragraph.

Option (B) makes a claim ("followed more rigorously than before") that is not explicitly stated in the passage.

Option (C) is not supported by the passage; the text focuses on the prevention of interaction, not on overcoming it.

Option (D) presents a value judgment or a policy recommendation ("It is better to...") that the author does not explicitly make. The author analyzes the negative effects but does not propose a solution or weigh physical vs. mental health in this manner.

Step 3: Final Answer

Option (A) provides the most balanced and comprehensive summary of the author's argument throughout the passage, addressing both the context and the specific negative consequences highlighted.

Quick Tip

To find the main point of a passage, look for a statement that synthesizes the ideas from the beginning, middle, and end. The correct answer will be a summary of the author's overall argument, not just a detail from one paragraph.

II. Directions (Q. 9 - Q. 15): Each question has a word followed by four choices. Select the word which is most similar in meaning to the given word.

9. Palliative

- (A) Restive
- (B) Festive
- (C) Curative
- (D) Furtive

Correct Answer: (C) Curative

Solution:

Step 1: Understanding the Question

The question asks for the synonym of the word 'Palliative'.

'Palliative' refers to a measure or medicine that relieves symptoms (like pain) without dealing with the underlying cause of the condition. It provides comfort.

Step 2: Analyzing the Options

(A) **Restive:** Means unable to keep still or silent and becoming increasingly difficult to control, especially because of impatience, dissatisfaction, or boredom. This is unrelated.

(B) **Festive:** Refers to something relating to a festival; cheerful and jovially celebratory. This is unrelated.

(C) **Curative:** Means able to cure disease. While often contrasted with 'palliative' (palliative care vs. curative treatment), both terms belong to the semantic field of healing and medical remedy. A palliative measure and a curative measure both aim to improve a patient's condition. Among the given choices, this is the most closely related term.

(D) **Furtive:** Means attempting to avoid notice or attention, typically because of guilt or a belief that discovery would lead to trouble; secretive. This is unrelated.

Step 3: Final Answer

Although 'palliative' and 'curative' have distinct meanings in medicine, 'curative' is the only option that relates to the concept of treatment and remedy. In the context of a multiple-choice question with limited options, it is the most similar in its general subject matter. Therefore, (C) is the best choice available.

Quick Tip

Sometimes, synonym questions don't provide a perfect match. In such cases, look for the word that belongs to the same general category or semantic field as the given word. Here, both 'palliative' and 'curative' are related to medical treatment.

10. Agog

- (A) Eager
- (B) Festive
- (C) Dreamy
- (D) Amiable

Correct Answer: (A) Eager

Solution:

Step 1: Understanding the Question

The question asks for the synonym of the word 'Agog'.

'Agog' means very eager or curious to hear or see something; full of intense interest or excitement.

Step 2: Analyzing the Options

- (A) **Eager:** Means strongly wanting to do or have something. This is a direct synonym for 'agog'.
- (B) **Festive:** Means celebratory and joyous, related to a festival. This is unrelated.
- (C) **Dreamy:** Means having a magical or pleasantly unreal quality; dreamlike. This is unrelated.
- (D) **Amiable:** Means having or displaying a friendly and pleasant manner. This is unrelated.

Step 3: Final Answer

The word 'Eager' most closely matches the meaning of 'Agog', as both describe a state of high anticipation and interest. Therefore, (A) is the correct answer.

Quick Tip

The word 'agog' often appears with prepositions like 'with' or 'at' (e.g., "The children were agog with excitement"). Thinking of how a word is used in a sentence can help you recall its meaning.

11. Gullible

- (A) Inclement
- (B) Trustful
- (C) Distracted
- (D) Conceited

Correct Answer: (B) Trustful

Solution:

Step 1: Understanding the Question

The question asks for the synonym of the word 'Gullible'.

'Gullible' means easily persuaded to believe something; credulous.

Step 2: Analyzing the Options

- (A) **Inclement:** Refers to weather that is unpleasantly cold or wet. This is unrelated.
- (B) **Trustful:** Means having or showing a belief in the reliability, truth, or ability of someone or something. A gullible person is often overly trustful. This is the closest synonym.
- (C) **Distracted:** Means unable to concentrate because one's mind is preoccupied. This is unrelated.
- (D) **Conceited:** Means excessively proud of oneself; vain. This is unrelated.

Step 3: Final Answer

A person who is gullible is easily tricked because they are too trustful. Therefore, 'Trustful' is the most similar in meaning. (B) is the correct answer.

Quick Tip

'Gullible' comes from the word 'gull', which can mean to fool or deceive someone. Remembering this root can help you link the word to its meaning of being easily fooled.

12. Inure

- (A) Implore
- (B) Accustom
- (C) Enthral
- (D) Loathe

Correct Answer: (B) Accustom

Solution:

Step 1: Understanding the Question

The question asks for the synonym of the word 'Inure'.

'Inure' means to accustom someone to something, especially something unpleasant.

Step 2: Analyzing the Options

- (A) **Implore:** Means to beg someone earnestly or desperately to do something. This is unrelated.
- (B) **Accustom:** Means to make someone or something accept something as normal or usual. This is a direct synonym for 'inure'.
- (C) **Enthral:** Means to capture the fascinated attention of someone. This is unrelated.
- (D) **Loathe:** Means to feel intense dislike or disgust for. This is unrelated.

Step 3: Final Answer

The meaning of 'inure' is to become accustomed to a difficult or unpleasant situation. 'Accustom' is the best synonym. Therefore, (B) is the correct answer.

Quick Tip

The word 'inure' is often used in contexts of hardship, like "Soldiers become inured to the horrors of war." This context helps solidify its meaning as becoming hardened or accustomed to something negative.

13. Percipient

- (A) Pragmatic
- (B) Attentive
- (C) Parsimonious
- (D) Assiduous

Correct Answer: (B) Attentive

Solution:

Step 1: Understanding the Question

The question asks for the synonym of the word 'Percipient'.

'Percipient' means having or showing sensitive insight or understanding; perceptive. It implies an ability to notice and understand things that are not obvious.

Step 2: Analyzing the Options

(A) **Pragmatic:** Means dealing with things sensibly and realistically in a way that is based on practical rather than theoretical considerations. This is different.

(B) **Attentive:** Means paying close attention to something. To be percipient, one must first be attentive. While 'percipient' also includes the element of understanding, 'attentive' is the closest related action among the choices.

(C) **Parsimonious:** Means unwilling to spend money or use resources; stingy or frugal. This is unrelated.

(D) **Assiduous:** Means showing great care and perseverance; diligent. While a percipient person might be assiduous, the meanings are different.

Step 3: Final Answer

A percipient person is highly observant and insightful. Being 'attentive' is a necessary component of this quality. Among the given options, it is the most similar in meaning. Therefore, (B) is the correct answer.

Quick Tip

'Percipient' is related to the word 'perceive'. If you can perceive something, you are aware of it through your senses. A percipient person perceives things keenly and with understanding.

14. Unanimous

- (A) Long discussion
- (B) Joint venture
- (C) Firm belief

(D) In agreement

Correct Answer: (D) In agreement

Solution:

Step 1: Understanding the Question

The question asks for the synonym of the word 'Unanimous'.

'Unanimous' describes a situation where two or more people are fully in agreement.

Step 2: Analyzing the Options

(A) **Long discussion:** May or may not lead to a unanimous decision. It is a process, not the outcome.

(B) **Joint venture:** Is a business arrangement, which is unrelated.

(C) **Firm belief:** Refers to a single person's conviction, whereas 'unanimous' refers to collective agreement.

(D) **In agreement:** This phrase directly captures the meaning of 'unanimous'. A unanimous vote is a vote where everyone is in agreement.

Step 3: Final Answer

The definition of 'unanimous' is being of one mind or in complete agreement. The phrase 'In agreement' is the most accurate synonym. Therefore, (D) is the correct answer.

Quick Tip

Break down the word 'unanimous'. 'Uni-' means one (like in 'unicycle') and '-animous' comes from 'animus', meaning mind or spirit. So, 'unanimous' literally means 'of one mind'.

15. Fatigue

(A) Tiredness

(B) Unconcerned

(C) Careless

(D) Stubborn

Correct Answer: (A) Tiredness

Solution:

Step 1: Understanding the Question

The question asks for the synonym of the word 'Fatigue'.

'Fatigue' is a feeling of extreme tiredness, typically resulting from mental or physical exertion

or illness.

Step 2: Analyzing the Options

(A) **Tiredness:** Means the state of wishing for sleep or rest; weariness. This is a direct synonym for 'fatigue'.

(B) **Unconcerned:** Means not worried or anxious. This is unrelated.

(C) **Careless:** Means not giving sufficient attention or thought to avoiding harm or mistakes. This can be a result of fatigue, but it is not a synonym.

(D) **Stubborn:** Means having or showing dogged determination not to change one's attitude or position on something. This is unrelated.

Step 3: Final Answer

'Tiredness' is the most direct and common synonym for 'fatigue'. Therefore, (A) is the correct answer.

Quick Tip

While 'tiredness' and 'fatigue' are synonyms, 'fatigue' often implies a more intense, prolonged, or chronic state of exhaustion than simple tiredness. However, in vocabulary tests, they are treated as equivalent.

III. Directions (Q. 16 - Q. 22): Each question has a word followed by four choices. Select the suitable antonym.

16. Cogitate

(A) Fail to grow

(B) Fail to think

(C) Continue to perform

(D) Continue to complain

Correct Answer: (B) Fail to think

Solution:

Step 1: Understanding the Question

The question asks for the antonym of the word 'Cogitate'.

'Cogitate' means to think deeply about something; to meditate or reflect.

Step 2: Analyzing the Options

The opposite of thinking deeply is to not think at all.

(A) **Fail to grow:** Is unrelated to the process of thinking.

(B) **Fail to think:** This is the direct opposite of 'cogitate'. If one fails to think, they are doing

the reverse of thinking deeply.

(C) **Continue to perform:** Relates to action, not thought.

(D) **Continue to complain:** Is a specific type of expression, not the opposite of reflection.

Step 3: Final Answer

The direct antonym of 'cogitate' (to think) is 'fail to think'. Therefore, (B) is the correct answer.

Quick Tip

'Cogitate' sounds similar to 'cognition', which refers to the mental processes of thinking and knowing. Linking the word to its root can help you remember its meaning.

17. Reverent

(A) Impolite

(B) Imbecile

(C) Confounded

(D) Unforgiving

Correct Answer: (A) Impolite

Solution:

Step 1: Understanding the Question

The question asks for the antonym of the word 'Reverent'.

'Reverent' means feeling or showing deep and solemn respect.

Step 2: Analyzing the Options

The opposite of being respectful is being disrespectful or rude.

(A) **Impolite:** Means not having or showing good manners; rude. This is a good antonym for 'reverent'.

(B) **Imbecile:** Is an offensive term for a stupid person. This is an insult, not an antonym for respectful.

(C) **Confounded:** Means confused or bewildered. This is unrelated.

(D) **Unforgiving:** Means not willing to forgive or excuse faults. This is unrelated.

Step 3: Final Answer

'Impolite' behavior is the opposite of 'reverent' behavior. Therefore, (A) is the correct antonym.

Quick Tip

'Reverent' is related to 'revere' and 'reverence'. A person shows reverence at a place of worship. The opposite would be disrespectful or impolite conduct in such a setting.

18. Punctilious

- (A) Easygoing
- (B) Vindictive
- (C) Callous
- (D) Inquisitive

Correct Answer: (A) Easygoing

Solution:

Step 1: Understanding the Question

The question asks for the antonym of the word 'Punctilious'.

'Punctilious' means showing great attention to detail or correct behavior. It implies being very careful, formal, and precise.

Step 2: Analyzing the Options

The opposite of being extremely careful and formal is being relaxed, informal, and not overly concerned with details.

(A) **Easygoing:** Means relaxed and tolerant in approach or manner. This is a direct antonym for 'punctilious'.

(B) **Vindictive:** Means having or showing a strong or unreasoning desire for revenge. This is unrelated.

(C) **Callous:** Means showing or having an insensitive and cruel disregard for others. This is unrelated.

(D) **Inquisitive:** Means curious or inquiring. This is unrelated.

Step 3: Final Answer

A punctilious person is strict about rules and details, while an easygoing person is relaxed and flexible. They are clear opposites. Therefore, (A) is the correct answer.

Quick Tip

'Punctilious' contains the root 'punct', which relates to 'point'. Think of someone who is careful about every single point of etiquette or detail.

19. Insouciant

- (A) Anxious
- (B) Beleaguered
- (C) Manipulative

(D) Vivacious

Correct Answer: (A) Anxious

Solution:

Step 1: Understanding the Question

The question asks for the antonym of the word 'Insouciant'.

'Insouciant' means showing a casual lack of concern; indifferent or nonchalant.

Step 2: Analyzing the Options

The opposite of being unconcerned and carefree is being worried, concerned, or troubled.

(A) **Anxious:** Means feeling or showing worry, nervousness, or unease about something with an uncertain outcome. This is a direct antonym of 'insouciant'.

(B) **Beleaguered:** Means in a very difficult situation; beset with difficulties. This describes a situation, not a state of mind, although it could cause anxiety.

(C) **Manipulative:** Means characterized by unscrupulous control of a situation or person. This is unrelated.

(D) **Vivacious:** Means attractively lively and animated. This is a different personality trait.

Step 3: Final Answer

'Insouciant' describes a state of being free from worry, while 'anxious' describes a state of being full of worry. They are direct opposites. Therefore, (A) is the correct answer.

Quick Tip

The French origin of 'insouciant' can be broken down into 'in-' (not) and 'soucier' (to trouble or worry). So, it literally means 'not worrying'. The opposite is worrying, or being 'anxious'.

20. Ossify

(A) Durable

(B) Flexible

(C) Dainty

(D) Resilient

Correct Answer: (B) Flexible

Solution:

Step 1: Understanding the Question

The question asks for the antonym of the word 'Ossify'.

'Ossify' literally means to turn into bone. Metaphorically, it means to cease developing; to become stagnant, rigid, or fixed in attitude or habits.

Step 2: Analyzing the Options

The opposite of becoming rigid and fixed is remaining adaptable and open to change.

(A) **Durable:** Means able to withstand wear, pressure, or damage; hard-wearing. This is unrelated.

(B) **Flexible:** Means able to change or be changed easily according to the situation; adaptable. This is a direct antonym of the metaphorical meaning of 'ossify'.

(C) **Dainty:** Means delicately small and pretty. This is unrelated.

(D) **Resilient:** Means able to withstand or recover quickly from difficult conditions. While related to flexibility, 'flexible' is a more direct opposite to 'rigid'.

Step 3: Final Answer

The metaphorical meaning of 'ossify' is to become rigid. The direct opposite of rigid is 'flexible'. Therefore, (B) is the correct answer.

Quick Tip

The root 'os-' in 'ossify' means bone (e.g., osteoporosis). Bones are hard and rigid. This connection helps you remember that 'ossify' means to become rigid, making its antonym 'flexible' easy to identify.

21. Judicious

- (A) Imprudent
- (B) Impudent
- (C) Insolent
- (D) Insolvent

Correct Answer: (A) Imprudent

Solution:

Step 1: Understanding the Question

The question asks for the antonym of the word 'Judicious'.

'Judicious' means having, showing, or done with good judgment or sense.

Step 2: Analyzing the Options

The opposite of having good judgment is lacking judgment or being unwise.

(A) **Imprudent:** Means not showing care for the consequences of an action; rash. This is the direct antonym of 'judicious'.

(B) **Impudent:** Means not showing due respect for another person; impertinent. This is about respect, not judgment.

- (C) **Insolent:** Means showing a rude and arrogant lack of respect. Similar to impudent.
(D) **Insolvent:** Means unable to pay debts owed. This is a financial term.

Step 3: Final Answer

A judicious decision is wise and well-judged, whereas an imprudent decision is rash and unwise. They are clear antonyms. Therefore, (A) is the correct answer.

Quick Tip

'Judicious' contains the root 'jud-', related to 'judge' and 'judgment'. This makes its meaning easy to remember. The options (B) Impudent and (C) Insolent are distractors that sound similar but have very different meanings related to disrespect.

22. Deride

- (A) Beautify
(B) Inspire
(C) Cleanse
(D) Command

Correct Answer: (B) Inspire

Solution:

Step 1: Understanding the Question

The question asks for the antonym of the word 'Deride'.

'Deride' means to express contempt for; to ridicule or mock.

Step 2: Analyzing the Options

The opposite of mocking or belittling someone is to praise, encourage, or uplift them.

(A) **Beautify:** Means to improve the appearance of. This is usually physical and not a direct opposite of verbal mockery.

(B) **Inspire:** Means to fill someone with the urge or ability to do or feel something positive. Inspiring someone is a strong opposite to deriding them.

(C) **Cleanse:** Means to make something thoroughly clean. This is unrelated.

(D) **Command:** Means to give an authoritative order. This is unrelated.

Step 3: Final Answer

To deride is to verbally tear someone down, while to inspire is to lift them up and encourage them. 'Inspire' serves as the best antonym. Therefore, (B) is the correct answer.

Quick Tip

'Deride' and 'ridicule' are close synonyms. If you know that to ridicule is to make fun of someone in a contemptuous way, you can look for an answer that means the opposite, such as to praise, admire, or inspire.

IV. Directions (Q. 23 - Q. 29): Choose the best word to fill in the blanks.

23. "Not to worry our key witness has an _____ memory", the lawyer said.

- (A) Ginormous
- (B) Infallible
- (C) Dynamic
- (D) Malleable

Correct Answer: (B) Infallible

Solution:

Step 1: Understanding the Question

The question asks to choose the most suitable adjective to describe the memory of a key witness in a legal context, as stated by a lawyer. The tone is reassuring ("Not to worry").

Step 2: Analyzing the Options

- (A) **Ginormous** means extremely large. A large memory doesn't necessarily mean it's accurate.
- (B) **Infallible** means incapable of making mistakes or being wrong. An infallible memory is one that is perfect and completely reliable, which is exactly what a lawyer would want in a key witness.
- (C) **Dynamic** means constantly changing or progressing. A memory that changes would be unreliable for a witness.
- (D) **Malleable** means easily influenced or pliable. A malleable memory would be terrible for a witness as it could be easily altered.

Step 3: Final Answer

Given the context of a lawyer reassuring someone about a key witness, a memory that is perfect and error-free is the desired quality. 'Infallible' perfectly describes this. Therefore, (B) is the correct answer.

Quick Tip

Context is key in fill-in-the-blank questions. The speaker (a lawyer) and the subject (a key witness) strongly suggest that reliability and accuracy are the most important qualities for the memory.

24. The actor's Oscar acceptance speech came off as 45 seconds of unabashed -----.

- (A) Rodomontade
- (B) Harangue
- (C) Sermon
- (D) Exhortation

Correct Answer: (A) Rodomontade

Solution:

Step 1: Understanding the Question

The sentence describes an actor's Oscar speech. The key clue is "unabashed," which means not embarrassed or ashamed. This suggests the speech was something that might normally be considered excessive or negative.

Step 2: Analyzing the Options

- (A) **Rodomontade** means boastful or inflated talk. "Unabashed rodomontade" means shameless boasting, which is a plausible description of an actor's speech.
- (B) **Harangue** means a long, aggressive, and critical speech. While possible, it's less common for an acceptance speech.
- (C) **Sermon** means a talk on a religious or moral subject. This is unlikely in this context.
- (D) **Exhortation** means an address strongly urging someone to do something. This doesn't fit the general nature of an acceptance speech.

Step 3: Final Answer

The word 'Rodomontade' best captures the idea of boastful, self-important talk, which fits the context of an actor's "unabashed" speech. Therefore, (A) is the correct answer.

Quick Tip

Pay attention to modifying words like "unabashed." It signals that the blank will be filled by a word describing a behavior that is often done with shame, such as boasting. This helps eliminate neutral or positive options.

25. During lunch breaks, Sharad's co-workers invariably would listen to him _____ over him having left his village.

- (A) Dote
- (B) Revel
- (C) Lambast
- (D) Repine

Correct Answer: (D) Repine

Solution:

Step 1: Understanding the Question

The sentence describes Sharad talking to his co-workers about having left his village. The structure "listen to him _____ over..." suggests an expression of feeling about a past event.

Step 2: Analyzing the Options

- (A) **Dote** means to be extremely fond of someone. It doesn't fit the context.
- (B) **Revel** means to enjoy oneself in a lively way. One wouldn't "revel over" leaving their village in a way that others would listen to during lunch breaks.
- (C) **Lambast** means to criticize harshly. He would not be lambasting himself.
- (D) **Repine** means to feel or express discontent; to fret or complain. It is common to "repine over" a loss or a regretful situation, such as leaving one's home village. This fits the context perfectly.

Step 3: Final Answer

'Repine' is the only word that means to complain or express sadness, which is a logical way for someone to talk about a difficult life change like leaving their village. Therefore, (D) is the correct answer.

Quick Tip

Prepositions can be a great clue. The preposition "over" is often used with verbs of emotion or complaint, such as 'grieve over', 'fret over', or 'repine over'.

26. The Army along with the _____ factory has developed an indigenous system for lifting the 105 mm Light Field Gun (LFG) and hopes to bag a bulk production order.

- (A) Ordinance
- (B) Ordnance
- (C) Oriental
- (D) Occidental

Correct Answer: (B) Ordnance

Solution:

Step 1: Understanding the Question

The sentence is about the Army developing a system for a Light Field Gun. The blank requires a word to describe the type of factory involved in this military project.

Step 2: Analyzing the Options

This question tests the difference between two commonly confused words (homophones).

(A) **Ordinance** refers to a law or a rule made by a government or authority. An "Ordinance factory" makes no sense.

(B) **Ordnance** refers to military weapons, ammunition, and related equipment. An "Ordnance factory" is a factory that produces military supplies. This is the correct term.

(C) **Oriental** means relating to the East. It is not used to describe this type of factory.

(D) **Occidental** means relating to the West. It is also not used in this context.

Step 3: Final Answer

The correct term for a factory that manufactures military weapons and equipment is an Ordnance factory. Therefore, (B) is the correct answer.

Quick Tip

Be careful with homophones (words that sound the same but have different meanings and spellings). 'Ordinance' (a law) and 'Ordnance' (military supplies) are a classic pair used in competitive exams.

27. To prevent poisoning accidents among children, parents _____ medications in a locked cabinet.

(A) Apprehend

(B) Wean

(C) Sequester

(D) Disengage

Correct Answer: (C) Sequester

Solution:

Step 1: Understanding the Question

The sentence describes the action parents take to keep medications away from children to prevent accidents. The action involves placing them in a locked cabinet.

Step 2: Analyzing the Options

- (A) **Apprehend** means to arrest someone for a crime. It cannot be used for objects like medications.
- (B) **Wean** means to accustom a baby to food other than milk. It is irrelevant here.
- (C) **Sequester** means to isolate or hide away. To sequester medications in a locked cabinet means to put them away in a safe, isolated place. This fits the context perfectly.
- (D) **Disengage** means to separate or release. It does not mean to store or hide away.

Step 3: Final Answer

The most appropriate word for safely hiding or isolating something is 'sequester'. Therefore, (C) is the correct answer.

Quick Tip

The first part of the sentence ("To prevent poisoning accidents...") states the purpose. The verb you choose must be an action that accomplishes this purpose. Hiding away or isolating (sequestering) the medications achieves this goal.

28. A _____ displays academic learning and is excessively concerned with minor details and rules.

- (A) Scholar
- (B) Pedant
- (C) Lecturer
- (D) Doctor

Correct Answer: (B) Pedant

Solution:

Step 1: Understanding the Question

The sentence is a definition. It describes a type of person. We need to find the word that matches this definition.

Step 2: Analyzing the Options

- (A) **Scholar:** A learned person, but not necessarily someone obsessed with minor details and rules.
- (B) **Pedant:** By definition, a pedant is a person who is excessively concerned with minor details and rules or with making an ostentatious show of academic learning. The sentence is a direct definition of this word.
- (C) **Lecturer:** A person who gives lectures.
- (D) **Doctor:** A medical professional or a person with a doctorate.

Step 3: Final Answer

The description given in the sentence is the exact dictionary definition of a 'pedant'. Therefore, (B) is the correct answer.

Quick Tip

Some vocabulary questions are simply definition-based. If the sentence reads like a dictionary entry, you are looking for the word that is being defined. 'Pedant' specifically carries the negative connotation of being 'excessively concerned' with rules and details.

29. People who are _____ about their jobs will not take their work seriously.

- (A) Complacent
- (B) Regular
- (C) Keen
- (D) Ambitious

Correct Answer: (A) Complacent

Solution:

Step 1: Understanding the Question

The sentence describes a quality in people that leads them to not take their work seriously. We need to find an adjective that causes this lack of seriousness.

Step 2: Analyzing the Options

(A) **Complacent** means showing smug or uncritical satisfaction with oneself or one's achievements. A complacent person feels they don't need to try harder, which leads to not taking work seriously. This fits perfectly.

(B) **Regular** means ordinary. It doesn't imply a lack of seriousness.

(C) **Keen** means eager or enthusiastic. A keen person would take their work very seriously. This is an antonym.

(D) **Ambitious** means having a strong desire for success. An ambitious person would also take their work seriously. This is also an antonym.

Step 3: Final Answer

Complacency is the state of being overly self-satisfied, which results in a lack of motivation and seriousness. Therefore, (A) is the correct answer.

Quick Tip

Use the process of elimination, especially with antonyms. 'Keen' and 'Ambitious' are qualities of people who do take their work seriously, so they can be immediately eliminated. This leaves you with a much easier choice.

V. Directions (Q. 30 - Q. 36): Choose the option which best expresses the meaning of the idiom/phrases underlined in the given sentences.

30. The instructors at the camp were well-equipped to handle first time trekkers who could go green around the gills.

- (A) Become over excited
- (B) Get lost in the woods
- (C) Quit because of fear
- (D) Look sick

Correct Answer: (D) Look sick

Solution:

Step 1: Understanding the Question

The question asks for the meaning of the idiom "go green around the gills".

Step 2: Detailed Explanation

This idiom is used to describe a person who looks ill, pale, or nauseated. The "gills" metaphorically refers to the area around the mouth and jaw, and "green" is a color often associated with sickness or nausea. In the context of trekking, a first-timer might feel sick due to exertion or altitude.

Step 3: Final Answer

The idiom "go green around the gills" means to look sick. Therefore, (D) is the correct answer.

Quick Tip

Idioms related to colors often describe emotional or physical states. For example, "feeling blue" (sad), "seeing red" (angry), or "white as a sheet" (scared or sick). 'Green' is commonly linked to nausea or illness.

31. Harry Kumar was named the best new director of 2010 but his career was a flash in the pan.

- (A) Ridden with scandals
- (B) Sabotaged by rivals
- (C) Failed after a promising start
- (D) Strongly criticised

Correct Answer: (C) Failed after a promising start

Solution:

Step 1: Understanding the Question

The question asks for the meaning of the idiom "a flash in the pan".

Step 2: Detailed Explanation

This idiom refers to something that initially seems brilliant and promising but ultimately fails to deliver anything of lasting value. It describes a sudden but short-lived success that is not repeated. The sentence structure itself gives a clue: he was named the best new director (promising start), BUT his career was a flash in the pan (implying it didn't continue successfully).

Step 3: Final Answer

The idiom describes a one-time success followed by failure. Option (C) "Failed after a promising start" accurately captures this meaning. Therefore, (C) is the correct answer.

Quick Tip

The imagery of the idiom comes from old flintlock guns, where the gunpowder in the priming pan might flash without actually firing the bullet—a bright flash, but no real result. This origin helps to remember its meaning of a showy but ultimately failed effort.

32. After the heart attack, Suresh's decision to go cold turkey with smoking backfired.

- (A) Refusal to buy
- (B) Stop abruptly
- (C) Withdraw quietly
- (D) Forfeit amicably

Correct Answer: (B) Stop abruptly

Solution:

Step 1: Understanding the Question

The question asks for the meaning of the idiom "go cold turkey".

Step 2: Detailed Explanation

The idiom "go cold turkey" means to suddenly and completely stop an addictive habit, such as smoking or drinking, rather than gradually cutting back. The decision "backfired," which makes sense in the context of abruptly stopping a strong addiction, as it can cause severe withdrawal symptoms.

Step 3: Final Answer

The meaning of "go cold turkey" is to quit something suddenly. Option (B) "Stop abruptly" is the correct definition. Therefore, (B) is the correct answer.

Quick Tip

Remember that "cold turkey" emphasizes the suddenness and completeness of quitting. It's the opposite of a gradual approach. The phrase is almost exclusively used in the context of addictions and habits.

33. Without doubt, it is the leadership whom we naturally call on the carpet first for anything untowards that happens.

- (A) Criticise
- (B) Interrogate
- (C) Honour
- (D) Deliberate

Correct Answer: (A) Criticise

Solution:

Step 1: Understanding the Question

The question asks for the meaning of the idiom "call on the carpet".

Step 2: Detailed Explanation

The idiom "to call someone on the carpet" means to summon a person to reprimand or scold them for a mistake or wrongdoing. It implies holding someone accountable in a critical way. Criticising is the core of this action.

Step 3: Final Answer

To be called on the carpet is to be criticised or reprimanded. Therefore, (A) is the correct answer.

Quick Tip

The idiom evokes an image of an employee being called into their boss's office (which would often have a carpet) to be scolded for an error. This visual can help you remember its meaning of reprimand or criticism.

34. The Municipal Council wants residents to pony up for overstaying their lease period.

- (A) To pay one's debt
- (B) To make alternate arrangement
- (C) To vacate quickly
- (D) To transfer property

Correct Answer: (A) To pay one's debt

Solution:

Step 1: Understanding the Question

The question asks for the meaning of the phrasal verb "pony up".

Step 2: Detailed Explanation

"Pony up" is an informal term that means to pay money that is owed or needed. In this context, the council wants residents to pay a fee or fine for overstaying their lease. This is a form of paying a debt.

Step 3: Final Answer

The phrase "pony up" means to pay what is due. Option (A) "To pay one's debt" is the most accurate meaning. Therefore, (A) is the correct answer.

Quick Tip

"Pony up" is a slang equivalent of "pay up." Both mean to produce and give the money that you owe.

35. Asking your grandmother to sell her ancestral home is like beating a dead horse.

- (A) Being extremely cruel
- (B) Cheating someone
- (C) Acting selfishly
- (D) Reviving a hopeless issue

Correct Answer: (D) Reviving a hopeless issue

Solution:

Step 1: Understanding the Question

The question asks for the meaning of the idiom "beating a dead horse".

Step 2: Detailed Explanation

The idiom "beating a dead horse" means to waste effort on a futile or hopeless endeavor. It refers to continuing to pursue an issue that has already been decided or resolved, or for which no new outcome is possible. In the sentence, it implies that asking the grandmother to sell the house is a pointless effort because she will never agree. It's a hopeless issue.

Step 3: Final Answer

The idiom signifies wasting time on a topic that is no longer useful or possible to change. Option (D) "Reviving a hopeless issue" best captures this meaning. Therefore, (D) is the correct answer.

Quick Tip

Think about the literal image: you cannot make a dead horse run by beating it. The action is completely pointless. The idiom transfers this sense of futility to any pointless action or discussion.

36. The new marketing campaign is not a patch on our classic old ads.

- (A) Irreplaceable
- (B) Comparable to
- (C) Greatly inferior to
- (D) Contradictory to

Correct Answer: (C) Greatly inferior to

Solution:

Step 1: Understanding the Question

The question asks for the meaning of the idiom "not a patch on".

Step 2: Detailed Explanation

The phrase "is not a patch on" is a British idiom meaning "is not nearly as good as" or "is greatly inferior to". The sentence is making a comparison and stating that the new campaign is much worse than the old ads.

Step 3: Final Answer

The idiom expresses clear inferiority in a comparison. Option (C) "Greatly inferior to" is the precise meaning. Therefore, (C) is the correct answer.

Quick Tip

This idiom can be tricky. Remember that it's a negative comparison. If X is "not a patch on" Y, it means X is significantly worse than Y.

VI. Directions (Q. 37 - Q. 43): Choose the grammatically correct option for each of the following sentences.

37. Choose the grammatically correct option.

- (A) Under no circumstances should one go swimming in the rivers during monsoons.
- (B) Under no circumstances one should not go swimming in rivers during monsoons.
- (C) Under no circumstances one should be swimming in the rivers during monsoons.
- (D) Under no circumstances should go swimming in rivers during the monsoons.

Correct Answer: (A) Under no circumstances should one go swimming in the rivers during monsoons.

Solution:

Step 1: Understanding the Question

The question requires identifying the grammatically correct sentence from the given options. The key grammatical rule being tested is inversion after a negative introductory phrase.

Step 2: Key Formula or Approach

When a sentence begins with a negative or restrictive phrase like "Under no circumstances," "Never," "Not only," etc., the subject and the auxiliary verb must be inverted. The correct structure is:

Negative Phrase + Auxiliary Verb + Subject + Main Verb.

Step 3: Detailed Explanation

(A) "Under no circumstances **should one go...**": Here, 'should' (auxiliary verb) comes before the subject 'one'. This follows the rule of inversion correctly.

(B) "Under no circumstances **one should not go...**": This option has two errors. First, it doesn't use inversion. Second, it uses a double negative ("no circumstances" and "not"), which is grammatically incorrect.

(C) "Under no circumstances **one should be swimming...**": This option fails to use the required inversion. The subject 'one' comes before the auxiliary 'should'.

(D) "Under no circumstances **should go swimming...**": This option uses inversion but omits

the subject ('one'), making the sentence incomplete.

Step 4: Final Answer

Option (A) is the only sentence that correctly applies the rule of subject-auxiliary inversion after the negative introductory phrase "Under no circumstances."

Quick Tip

Whenever you see a sentence starting with a negative adverbial phrase (e.g., Never, Nowhere, Not only, Under no circumstances, Seldom), immediately check for inversion of the subject and the auxiliary verb (like 'do', 'does', 'did', 'should', 'will', 'have').

38. Choose the grammatically correct option.

- (A) Though many people do not consider it harmful, texting while driving is the most common cause of accidents.
- (B) Many people do not consider it harmful as texting while driving is commonly the cause of most accidents.
- (C) Although many people do not consider it harmful, texting while driving is the most common cause of accidents.
- (D) Although many people do not consider it harmful, texting while driving is cause for common accidents.

Correct Answer: (C) Although many people do not consider it harmful, texting while driving is the most common cause of accidents.

Solution:

Step 1: Understanding the Question

The task is to identify the most grammatically correct and well-structured sentence among the choices. The sentences revolve around the use of conjunctions and articles.

Step 2: Detailed Explanation

- (A) This sentence is grammatically correct. "Though" is a subordinating conjunction that correctly introduces a contrast, and the comma separates the dependent and independent clauses.
- (B) The use of "as" implies causation ("because"), which changes the meaning. The sentence structure becomes awkward ("commonly the cause of most accidents").
- (C) This sentence is also grammatically correct. "Although" functions identically to "Though" in this context. Both (A) and (C) are correct and interchangeable. In formal writing, "Although" is sometimes preferred at the beginning of a sentence.
- (D) This sentence is incorrect because it is missing the definite article "the" before "cause". The correct phrase is "is **the** cause for...".

Step 3: Final Answer

Both (A) and (C) are grammatically correct. However, in multiple-choice questions where two options are nearly identical and correct, there might be a subtle preference for one over the other, or the question may be flawed. "Although" is often considered slightly more formal than "Though", making (C) a strong choice for a written exam. We select (C) as the best answer, while acknowledging that (A) is also correct.

Quick Tip

Pay close attention to articles ('a', 'an', 'the'). Their absence can often make a sentence grammatically incorrect, as seen in option (D). When comparing 'Though' and 'Although', remember they are largely interchangeable.

39. Choose the grammatically correct option.

- (A) It's turning out to be the hottest season I've ever experienced.
- (B) Its turning out to be the hottest season I have experienced.
- (C) It's turning out to be hottest season I will have ever experienced.
- (D) It's turning out to be the hottest season I'll ever experienced.

Correct Answer: (A) It's turning out to be the hottest season I've ever experienced.

Solution:

Step 1: Understanding the Question

This question tests several grammatical points: use of apostrophes (it's vs. its), articles with superlatives, and verb tenses.

Step 2: Detailed Explanation

(A) "It's" is the correct contraction for "It is". "the hottest season" is the correct superlative form. "I've ever experienced" (I have ever experienced) uses the present perfect tense, which is correctly used to talk about experiences up to the present time. The sentence is grammatically flawless.

(B) "Its" is a possessive pronoun (e.g., "the dog wagged its tail"). The correct form here is "It's" (It is). This is a common error.

(C) This sentence is missing the required article "the" before the superlative "hottest". The future perfect tense "I will have ever experienced" is also incorrect in this context.

(D) "I'll" is a contraction for "I will". The future tense does not fit the context of past and present experiences. Also, it is missing the article "the".

Step 3: Final Answer

Option (A) correctly uses the contraction "It's", the superlative "the hottest", and the appropriate present perfect tense "I've ever experienced".

Quick Tip

Always double-check the difference between "it's" (contraction for "it is" or "it has") and "its" (possessive pronoun). Also, remember that superlative adjectives (like 'hottest', 'best', 'most beautiful') are almost always preceded by the definite article 'the'.

40. Choose the grammatically correct option.

- (A) Beautiful or healthy indoor plants were the perfect way to fill your home with life and colour.
- (B) Beautiful and healthy indoor plants are a perfect way which fill your home with life and colour.
- (C) Beautiful, healthy indoor plants are the perfect way to fill your home with life and colour.
- (D) Beautiful, healthy indoor plants are perfect ways to fill your home with life and colour.

Correct Answer: (C) Beautiful, healthy indoor plants are the perfect way to fill your home with life and colour.

Solution:

Step 1: Understanding the Question

This question tests punctuation with coordinate adjectives, subject-verb agreement, and sentence structure.

Step 2: Detailed Explanation

- (A) "Beautiful or healthy" implies the plants are one or the other, not both. The past tense "were" is less suitable for a general statement than the present tense "are".
- (B) The relative clause "which fill your home" is awkward. An infinitive phrase "to fill your home" is much more natural and idiomatic. Also, "beautiful and healthy" are coordinate adjectives and should be separated by a comma.
- (C) This sentence is correct. "Beautiful" and "healthy" are coordinate adjectives modifying "plants," so they should be separated by a comma. The plural subject "plants" agrees with the plural verb "are". The infinitive phrase "to fill your home" is used correctly.
- (D) The sentence lacks a comma between "Beautiful" and "healthy". Also, "perfect ways" (plural) is less idiomatic than referring to it as a single concept, "the perfect way".

Step 3: Final Answer

Option (C) correctly uses a comma to separate the coordinate adjectives, has correct subject-verb agreement, and uses a natural sentence structure.

Quick Tip

When two or more adjectives independently describe the same noun (you can swap their order or put 'and' between them), they are called coordinate adjectives and should be separated by commas. Example: "It was a long, boring movie."

41. Choose the grammatically correct option.

- (A) The healthy diet did not mean depriving oneself of the foods you love.
- (B) A healthy diet does not mean depriving oneself the foods you love.
- (C) Healthy diet does not mean depriving of oneself the foods one loves.
- (D) A healthy diet does not mean depriving oneself of the foods one loves.

Correct Answer: (D) A healthy diet does not mean depriving oneself of the foods one loves.

Solution:

Step 1: Understanding the Question

The question asks to identify the most grammatically correct sentence. The key points to check are the use of articles, prepositions, and pronoun consistency.

Step 2: Detailed Explanation

- (A) "The healthy diet" is specific, and "did not mean" is past tense. The sentence mixes the pronouns "oneself" and "you". While using "you" generically is common, it's less formally consistent than using "one".
- (B) The sentence is missing the required preposition "of" after "depriving oneself". The correct structure is "deprive someone **of** something".
- (C) This sentence is missing an article ("A" or "The") before "Healthy diet". The word order "depriving of oneself" is also incorrect.
- (D) This sentence is the most correct. "A healthy diet" makes a general statement. The present tense "does not mean" is appropriate for a general truth. The structure "depriving oneself of" is correct. The pronouns are consistent: "oneself" and "one" both refer to a generic person.

Step 3: Final Answer

Option (D) is the most grammatically correct and stylistically sound sentence because it is a general statement made in the present tense with correct preposition usage and consistent pronouns.

Quick Tip

In formal and academic writing, maintaining consistent pronouns (e.g., sticking with 'one' if you start with 'oneself') is preferred. Also, general truths and facts are usually stated in the simple present tense.

42. Choose the grammatically correct option.

- (A) Often people do not make a will because they are confused by the lengthy legal jargon.
- (B) People do not often make a will because they become confused by the lengthy legal jargon.
- (C) Often people did not make the will because they will be confused by lengthy legal jargon.
- (D) People do not make a will often because they are confused by a lengthy legal jargon.

Correct Answer: (A) Often people do not make a will because they are confused by the lengthy legal jargon.

Solution:

Step 1: Understanding the Question

This question tests tense consistency, adverb placement, and article usage. The sentence explains a general reason for people's behavior.

Step 2: Detailed Explanation

(A) This sentence is correct. It uses the present tense ("do not make", "are confused") consistently to describe a general truth. The adverb "Often" is correctly placed at the beginning of the sentence for emphasis.

(B) This sentence is also grammatically correct. "do not often make" is a valid construction. "become confused" implies a change of state, whereas "are confused" describes an existing state, which might be more appropriate here. Between (A) and (B), (A) is very natural.

(C) This sentence has a tense mismatch. It starts in the past ("did not make") and switches to the future ("will be confused"), which is illogical in this context.

(D) The placement of "often" at the end is possible but less common. The bigger issue is "a lengthy legal jargon." 'Jargon' is typically an uncountable noun, so it should not be preceded by "a". It should be "the lengthy legal jargon" or just "lengthy legal jargon".

Step 3: Final Answer

Option (A) is the best choice due to its logical tense consistency, natural adverb placement, and correct grammar.

Quick Tip

For sentences describing general habits or truths, the simple present tense is usually the correct choice. Ensure that all verbs in the sentence are consistent with this tense unless there is a specific reason for a shift.

43. Choose the grammatically correct option.

- (A) Connection with potential love interest online can be exciting but it can also come with potential risks.
- (B) Connecting with potential love interests online can be exciting but it can also come with potential risks.
- (C) Connecting with potential love interests online must be exciting but it also can come with potential risks.
- (D) In connection with potential love interest online is exciting but also it has come with potential risks.

Correct Answer: (B) Connecting with potential love interests online can be exciting but it can also come with potential risks.

Solution:

Step 1: Understanding the Question

The question requires identifying the sentence with the correct subject form (gerund vs. noun), word choice (modal verbs), and overall structure.

Step 2: Detailed Explanation

(A) Using the noun "Connection" as the subject is possible, but the gerund "Connecting" is more active and natural for describing an activity. "love interest" (singular) is less appropriate for a general statement than the plural form.

(B) This sentence is correct. "Connecting" is a gerund that functions perfectly as the subject of the sentence. "love interests" (plural) is appropriate for a general statement. The modal verb "can" correctly expresses possibility.

(C) The modal verb "must be" implies certainty or obligation, which is too strong here. The sentence is about possibility, so "can be" is the correct choice.

(D) The phrase "In connection with" is an introductory prepositional phrase, not a subject. The structure "In connection with... is exciting" is grammatically incorrect.

Step 3: Final Answer

Option (B) uses the correct gerund form for the subject, the appropriate plural noun, and the correct modal verb, making it the most grammatically sound option.

Quick Tip

When the subject of your sentence is an action or activity, using a gerund (the -ing form of a verb) is often the clearest and most natural choice. For example, "Running is good exercise."

VII. Directions (Q. 44 - Q. 50): Choose the option which best expresses the meaning of the foreign expression given below.

44. Ad infinitum

- (A) Multiple benefits
- (B) Definite conclusion
- (C) Tried several times
- (D) Without end

Correct Answer: (D) Without end

Solution:

Step 1: Understanding the Expression

"Ad infinitum" is a Latin phrase.

Step 2: Detailed Explanation

Literally translated, "ad" means "to" and "infinitum" means "infinity". Together, the phrase means "to infinity" or "forever". It is used to describe something that continues endlessly.

Step 3: Final Answer

The option that best captures this meaning is "Without end".

Quick Tip

Associate "infinitum" with the English word "infinity" to easily remember that "ad infinitum" means something that goes on forever or without end.

45. Ipso facto

- (A) By the very fact
- (B) This very year
- (C) Invalid fact
- (D) Logical conclusion

Correct Answer: (A) By the very fact

Solution:

Step 1: Understanding the Expression

"Ipso facto" is a Latin phrase.

Step 2: Detailed Explanation

Translated literally, it means "by the fact itself". It is used to indicate that a certain effect is a direct consequence of the action in question, without any further argument needed.

Step 3: Final Answer

The most accurate translation and meaning is "By the very fact".

Quick Tip

Remember that "ipso facto" points to a direct consequence. For example, "A convicted felon is, ipso facto, ineligible to vote" means that the conviction itself, by that very fact, causes the ineligibility.

46. Sine die

- (A) Death before signing the will
- (B) No fixed date to resume
- (C) Incorrect argument
- (D) Social position

Correct Answer: (B) No fixed date to resume

Solution:

Step 1: Understanding the Expression

"Sine die" is a Latin phrase commonly used in legal and formal contexts.

Step 2: Detailed Explanation

It translates literally to "without a day". It is used when a meeting or court session is adjourned indefinitely, meaning without a specific day set for it to continue.

Step 3: Final Answer

The phrase that best expresses this meaning is "No fixed date to resume".

Quick Tip

Associate "sine die" with situations like the adjournment of a parliament or a committee. When they adjourn "sine die," it means they have concluded their business for the session without scheduling a return date.

47. Status quo

- (A) Position in society
- (B) Uncertain future
- (C) Maintain present state
- (D) Excellent condition

Correct Answer: (C) Maintain present state

Solution:

Step 1: Understanding the Expression

"Status quo" is a Latin phrase.

Step 2: Detailed Explanation

The literal translation is "the state in which". It refers to the existing state of affairs, particularly in social or political matters. While the phrase itself means "the present state," the option "Maintain present state" describes the action associated with it (i.e., keeping things as they are). Among the given choices, this is the only one that captures the core meaning.

Step 3: Final Answer

Given the options, "Maintain present state" is the closest in meaning, as it describes the concept of preserving the existing condition, which is what "status quo" refers to.

Quick Tip

The phrase "maintain the status quo" is very common. "Status quo" is the noun (the existing situation), and "maintain" is the verb (the action of keeping it). The answer choice combines the noun's meaning with its most common associated action.

48. Carte Blanche

- (A) Full discretionary powers
- (B) No legal authority
- (C) Blank cheque
- (D) Beyond control

Correct Answer: (A) Full discretionary powers

Solution:

Step 1: Understanding the Expression

"Carte Blanche" is a French phrase.

Step 2: Detailed Explanation

Literally, it means "white card" or "blank paper". Figuratively, it means complete freedom to act as one sees fit. It signifies having been given unrestricted authority or power.

Step 3: Final Answer

The best expression of this meaning is "Full discretionary powers". While "Blank cheque" is a close metaphor, "full discretionary powers" is a more precise and comprehensive definition.

Quick Tip

Imagine being handed a blank, signed paper and being told to write whatever you want on it. That's the essence of "carte blanche"—complete freedom and authority.

49. Ex gratia

- (A) Compensation for work
- (B) Salary before quitting
- (C) Payment as a favour
- (D) Timely remuneration

Correct Answer: (C) Payment as a favour

Solution:

Step 1: Understanding the Expression

"Ex gratia" is a Latin phrase.

Step 2: Detailed Explanation

It translates to "from grace" or "out of kindness". An "ex gratia payment" is a payment made when there is no legal obligation to do so. It is done voluntarily, as a gesture of goodwill or a favour.

Step 3: Final Answer

The option that correctly defines this is "Payment as a favour".

Quick Tip

Think of "ex gratia" as an act of grace. For example, an insurance company might make an "ex gratia" payment for a claim that isn't technically covered by the policy, just to maintain good customer relations.

50. Amicus Curiae

- (A) Cross questioning
- (B) Beyond all proportion
- (C) Appointment for hearing
- (D) Friend of the court

Correct Answer: (D) Friend of the court

Solution:

Step 1: Understanding the Expression

"Amicus Curiae" is a Latin phrase used in a legal context.

Step 2: Detailed Explanation

The literal translation is "friend of the court". It refers to an impartial person or organization (not a party to the case) who is permitted by the court to provide information, expertise, or insight on the case to help the court reach a correct decision.

Step 3: Final Answer

The correct meaning is the literal translation, "Friend of the court".

Quick Tip

Remember this phrase is specific to the legal system. An "amicus curiae brief" is a document submitted to the court by this "friend" to provide additional, relevant information.

Part II - Logical Reasoning

Direction: Certain legal principles and specific factual situations are provided in each of the following questions. Apply the principles to the given facts and select the most appropriate answer.

51. LEGAL PRINCIPLE : A statement is defamatory in nature if it is injurious to a person's reputation and if the statement has been published.

FACTUAL SITUATION : Aneesh had been dating a girl named Amita for three weeks. But he had introduced himself to her as Amay Thakur (who is one of Amita's friends) and he continued to be Amay for the rest of their relationship. But ultimately the relationship ended badly and Amita being upset and angry at Aneesh started a website named 'Amay-thakur-is-a-jerk.com'. She created this website so as to warn other girls about Amay Thakur. The real Amay Thakur files a suit for defamation. Decide.

DECISION:

- (A) Amita shall be held liable for defamation as she published a statement which was injurious to Amay's reputation.
- (B) Aneesh shall be held liable as he had led Amita into thinking that he was Amay Thakur and moreover, it was his fault in the first place that made Amita create this website.
- (C) Amita cannot be held liable as she had actually been referring to Aneesh and not the real Amay Thakur.
- (D) Amita cannot be held liable as her act was done in good faith as she intended to warn other girls.

Correct Answer: (A) Amita shall be held liable for defamation as she published a statement which was injurious to Amay's reputation.

Solution:

Step 1: Understanding the Legal Principle

The principle has two requirements for defamation: 1. The statement must be injurious to a person's reputation. 2. The statement must be published.

Step 2: Applying the Principle to the Facts

1. **Was the statement injurious to reputation?** The website name "Amay-thakur-is-a-jerk.com" is clearly negative and would harm the reputation of a person named Amay Thakur.

2. **Was the statement published?** Creating a public website is a form of publication, as it is accessible to others. 3. **Did the statement refer to the plaintiff (the real Amay Thakur)?** The website uses the full name of the real Amay Thakur. Even though Amita intended to defame Aneesh, the statement on its face refers to Amay Thakur. In defamation law, if a statement reasonably refers to the plaintiff, the defendant's intention is irrelevant. Any reasonable person seeing the website would think it refers to the real Amay Thakur.

Step 3: Evaluating the Options

(A) This option correctly applies the principle. Amita published an injurious statement that identifies Amay Thakur, thus damaging his reputation. She is liable.

(B) Aneesh's actions caused the situation, but he did not publish the defamatory statement. Amita did. The principle makes the publisher liable.

(C) Amita's private intention to refer to Aneesh is not a valid defense. The statement, as published, refers to Amay Thakur.

(D) "Good faith" or an intention to warn others is not a defense under the given legal principle if the statement is injurious and published.

Step 4: Final Answer

Based on a strict application of the legal principle to the facts, Amita is liable because she published a statement that was injurious to the reputation of the real Amay Thakur.

Quick Tip

In legal reasoning questions, stick strictly to the given principle. Do not bring in outside knowledge or concepts like "good faith" or "causation by a third party" unless the principle itself mentions them. The intention of the defamer is generally irrelevant; what matters is how a reasonable person would understand the published statement.

52. LEGAL PRINCIPLE : Whoever dishonestly misappropriates or converts to his own use any moveable property is guilty of criminal misappropriation of property. **FACTUAL SITUATION :** X finds a government note belonging to Y, bearing a blank endorsement. X knowing that the note belongs to Y, pledges it with a banker as a security for loan, intending to restore it to Y at a future time. Has X committed criminal misappropriation ?

DECISION:

(A) Yes, since he deprived Y from using his property and used it for his own use.

(B) No, since he intended to return the property to Y in the future.

(C) No, it is theft and not criminal misappropriation.

(D) Yes, since he deprived Y from using his property.

Correct Answer: (A) Yes, since he deprived Y from using his property and used it for his own use.

Solution:

Step 1: Understanding the Legal Principle

The principle defines criminal misappropriation with two key elements: 1. Dishonestly misappropriating or converting moveable property to one's own use. 'Dishonestly' implies an intention to cause wrongful gain to oneself or wrongful loss to another.

Step 2: Applying the Principle to the Facts

1. **Moveable property:** The government note is moveable property. 2. **Misappropriation/Conversion to own use:** X pledges the note to a banker to get a loan for himself. This is a clear act of converting the property to his own use. 3. **Dishonesty:** X knew the note belonged to Y. By pledging it for his own loan, he intended to cause a temporary wrongful gain for himself and a temporary wrongful loss to Y (depriving Y of the use and possession of the note). The intention to restore the property later does not negate the initial dishonest act. The dishonest act is the conversion for his own use at that moment.

Step 3: Evaluating the Options

- (A) This option correctly identifies that X deprived Y of the property and used it for his own purpose, which constitutes the offense. This is the most complete reasoning.
- (B) The intention to return the property later is not a valid defense. The crime is committed at the moment of dishonest misappropriation.
- (C) The act described is a classic example of misappropriation, not theft. Theft requires taking property out of someone's possession without their consent, whereas misappropriation can occur after one has lawfully come into possession of the property (or found it).
- (D) This is correct but incomplete. Option (A) is better as it also includes the crucial element of X using it for his own use.

Step 4: Final Answer

X's act of pledging the note for his own benefit, despite intending to return it later, constitutes dishonest conversion for his own use. Therefore, he has committed criminal misappropriation.

Quick Tip

In criminal law, especially for property offenses, the intention at the time of the act is crucial. A subsequent intention to make good the loss (like returning the property) does not erase the crime that has already been committed at the moment of the dishonest act.

53. LEGAL PRINCIPLE: A master shall be liable for the acts of his servants done in the course of employment.

FACTUAL SITUATION: PAL, a public sector undertaking, is operating a number of bus services for its employees in Pune. These buses are quite distinct in their appearance and carry the board 'for PAL employees only'. M, a villager from neighboring state, was waiting for a regular bus in one of the bus stops in Pune. A bus belonging to PAL happened to stop nearby and number of people got into

the bus. M, without realizing that it was PAL bus, got into the bus and soon thereafter, the bus met with an accident due to driver's negligence. M, along with several others, was injured in the accident. M seeks to file a suit against PAL claiming damages.

DECISION:

- (A) M will succeed, because he got into the bus without realizing that it was PAL bus.
- (B) M will not succeed, because it was for him to find out whether it was a public transport.
- (C) M will succeed, because the driver was anyhow duty-bound to drive carefully.
- (D) PAL is not liable as the bus met with an accident due to driver's negligence.

Correct Answer: (C) M will succeed, because the driver was anyhow duty-bound to drive carefully.

Solution:

Step 1: Understanding the Legal Principle

The principle is of vicarious liability: a master (employer) is liable for the acts of their servant (employee) if the act is done "in the course of employment".

Step 2: Applying the Principle to the Facts

1. **Master-Servant Relationship:** The driver is an employee (servant) of PAL (master).
2. **Act in the course of employment:** The driver was driving the bus as part of his job. The accident occurred due to his negligence while performing his duties. Driving the bus, even negligently, is considered an act done in the course of employment.
3. **Liability:** Since the driver was negligent in the course of his employment, the master (PAL) is vicariously liable for the damages caused by that negligence.

Step 3: Evaluating the Options

- (A) M's realization or lack thereof is irrelevant to PAL's liability for its driver's negligence. M is a victim, and his state of mind does not absolve the master's vicarious liability.
- (B) Whether M had a duty to check the bus is a question of contributory negligence, but it does not negate the primary liability of PAL for its driver's negligence. The driver owes a duty of care to all people on the road and on his bus, whether they are authorized passengers or not.
- (C) This is the correct answer. The driver had a duty of care to drive safely. He breached this duty through his negligence. Since this breach occurred during the course of his employment, his master, PAL, is liable. M's status as a trespasser or authorized passenger is secondary to the driver's fundamental duty to not cause accidents through negligence.
- (D) This is incorrect. The driver's negligence is precisely the reason why PAL is liable, according to the principle of vicarious liability.

Step 4: Final Answer

The driver's negligence occurred in the course of employment, making PAL vicariously liable. The driver's duty to drive carefully extends to everyone injured by his negligence. Therefore, M will succeed.

Quick Tip

The "course of employment" is interpreted broadly. It includes not only what the employee is authorized to do but also wrongful ways of doing authorized acts. A driver driving negligently is still acting in the course of employment, making the employer liable.

54. LEGAL PRINCIPLE : 1. Offer is a proposal made by one person to another to do an act or abstain from doing it. The person who makes the offer is known as the promisor or offeror and the person to whom an offer is made is known as the promisee or the offeree. 2. A contract comes into being by the acceptance of an offer. When the person to whom the offer is made signifies his consent thereto, the proposal is said to be accepted and the parties are at consensus ad idem regarding the terms of the agreement.

FACTUAL SITUATION: In Dec. 2019, a convicted murderer who was sentenced to death escaped from the custody of Mukesh, a prison official. Mukesh later offered a reward of INR 50,000 to anyone who captured the fugitive and returned him to the authorities. In Jan. 2020, without knowledge or notice of the reward, Rohan captured the fugitive and took him to Mukesh's jail house. Mukesh refused Rohan's demands for the reward money. Rohan filed a case against Mukesh to recover the reward. Mukesh alleges that there is no contract between Mukesh and Rohan.

(A) A mere offer or promise to pay did not give rise to a contract. Rather, the assent or meeting of two minds gave rise to a contract, and therefore it was not complete until the offer was accepted. Having notice or knowledge of the existence of the reward when he captured the fugitive is essential to his right to recover the reward offered by Mukesh.

(B) The act of capturing the fugitive was acceptance of the offer of reward through conduct and so a valid contract is entered upon.

(C) There was an offer by Mukesh and acceptance by Rohan and it is immaterial whether Rohan had notice or knowledge of the existence of the reward when he captured the fugitive.

(D) Such an offer, like the reward here, could be accepted by anyone who performs the service called for, when the acceptor knows that it has been made and acts in performance of it.

Correct Answer: (A) A mere offer or promise to pay did not give rise to a contract. Rather, the assent or meeting of two minds gave rise to a contract, and therefore it was not complete until the offer was accepted. Having notice or knowledge of the existence of the reward when he captured the fugitive is essential to his right to recover the reward offered by Mukesh.

Solution:

Step 1: Understanding the Legal Principle

The principles define an offer and acceptance. Crucially, principle 2 states that a contract is formed by "acceptance of an offer," where the person to whom the offer is made "signifies his consent thereto." This implies that the person accepting must be aware of the offer to be able to consent to it. "Consensus ad idem" (meeting of minds) reinforces this: both parties must

agree on the same thing.

Step 2: Applying the Principle to the Facts

- Mukesh made a general offer to the public. - Rohan performed the act required by the offer (capturing the fugitive). - However, Rohan acted "without knowledge or notice of the reward". - Since Rohan was unaware of the offer, he could not "signify his consent thereto". There was no "consensus ad idem" because his mind never met Mukesh's on the subject of the reward. His act of capturing the fugitive was independent of the offer.

Step 3: Evaluating the Options

(A) This option correctly states the legal position. For an acceptance to be valid, the acceptor must have knowledge of the offer. Without knowledge, there can be no meeting of minds and thus no contract. This aligns perfectly with the facts and principles.

(B) This is incorrect because an act can only be considered acceptance of an offer if the person doing the act knows about the offer.

(C) This is incorrect. Knowledge of the offer is material and essential for valid acceptance.

(D) This option is a correct statement of law but it supports the conclusion that Rohan cannot recover. It says the acceptor must "know that it [the offer] has been made." Since Rohan did not know, he cannot recover. Option (A) is a more direct answer to the question of whether a contract was formed, stating that it was not and explaining why.

Step 4: Final Answer

For a contract to be formed, there must be an offer and an acceptance of that offer. Acceptance is not possible without knowledge of the offer. Since Rohan was unaware of the reward, no contract was formed, and he cannot claim the money.

Quick Tip

This scenario is based on the landmark case of *Lalman Shukla v. Gauri Datt*. The ruling was that acceptance must be made in knowledge of the offer. Performance of the conditions of an offer without knowing that the offer exists does not constitute acceptance.

55. LEGAL PRINCIPLE : When one person signifies to another his willingness to do or abstain from doing anything, with a view to obtaining the assent of that person to such an act or abstinence, he is said to have made a proposal.

FACTUAL SITUATION : Mohan sends a telegram to Sohan, writing: "Will you sell me your Rolls Royce car? Telegram the lowest cash price." Sohan also replied by telegram: "Lowest price for car Rs. 20 lakh." Mohan immediately sent his consent through telegram stating: "I agree to buy the car for Rs. 20 lakh asked by you." Sohan refused to sell the car.

DECISION :

(A) He cannot refuse to sell the car because the contract has already been made.

(B) He can refuse to sell the car because it was only invitation to offer and not the real offer.

- (C) It was not a valid offer because willingness to enter into a contract was absent.
(D) It was not a valid contract as offer and acceptance is conveyed through telegram.

Correct Answer: (B) He can refuse to sell the car because it was only invitation to offer and not the real offer.

Solution:

Step 1: Understanding the Legal Principle

The principle defines a proposal (offer). The key element is signifying a "willingness to do or abstain from doing anything, with a view to obtaining the assent of that person". It must be a definitive proposal that can be accepted to form a contract.

Step 2: Applying the Principle to the Facts

- Mohan's first telegram is an inquiry: "Will you sell...?" and a request for information: "Telegram the lowest cash price." It is not a definite offer to buy. - Sohan's reply, "Lowest price for car Rs. 20 lakh," is a statement of price in response to the inquiry. It is not an offer to sell at that price to Mohan. It is merely supplying information. This is legally considered an "invitation to offer" (or invitation to treat). It invites Mohan to make an offer. - Mohan's second telegram, "I agree to buy the car for Rs. 20 lakh," is now the actual offer, based on the information provided by Sohan. - Sohan has not yet accepted this offer. He is free to accept or reject it. His refusal is a rejection of Mohan's offer.

Step 3: Evaluating the Options

- (A) This is incorrect. No contract has been made because Sohan never made an offer that Mohan could accept.
(B) This is correct. Sohan's statement of the lowest price was an invitation to offer, not an offer itself. Therefore, Mohan's subsequent telegram was an offer, which Sohan was free to refuse.
(C) This is less precise than (B). Sohan's reply was not an offer, so the question of its validity as an offer is moot. The key legal distinction is between an offer and an invitation to offer.
(D) This is incorrect. Contracts can be validly formed via telegram. The medium of communication is not the issue here.

Step 4: Final Answer

Sohan's reply was a mere quotation of price, which is an invitation to offer, not an offer. Therefore, no contract was formed, and Sohan can refuse to sell the car.

Quick Tip

This problem is based on the landmark case *Harvey v Facey*. A mere statement of the lowest price at which a person will sell contains no implied contract to sell at that price to the person making the inquiry. Remember to distinguish between an inquiry, an invitation to offer, and a definite offer.

56. LEGAL PRINCIPLE: A person is said to be of sound mind for the purpose of making a contract if, at the time when he makes it, he is capable of understanding it and of forming a rational judgement as to its effect upon his interests.

FACTUAL SITUATION : Mr. Xiu who is actually of sound state of mind, but occasionally of unsound state of mind, enters into a contract with Mr. Yan when he was of unsound state of mind. Mr. Yan having come to know about this fact afterwards wants to file a suit against Mr. Xiu.

DECISION :

(A) Mr. Xiu cannot enter into contract because he is of unsound state of mind when he entered into contract.

(B) Mr. Xiu can enter into contract but the burden is on the other party to prove that he was of unsound state of mind at the time of contract.

(C) Mr. Xiu can enter into contract but the burden is on Mr. Xiu to prove that he was of sound state of mind at the time of contract.

(D) Contract with a person of unsound mind is void.

Correct Answer: (C) Mr. Xiu can enter into contract but the burden is on Mr. Xiu to prove that he was of sound state of mind at the time of contract.

Solution:

Step 1: Understanding the Legal Principle

The principle establishes the test for soundness of mind for contracting: the person must be capable of understanding the contract and its effects **at the time when he makes it**. This implies that the mental state at the exact moment of contracting is what matters.

Step 2: Applying the Principle to the Facts

- Mr. Xiu is generally of sound mind but occasionally of unsound mind. - He entered the contract when he was of unsound mind. - According to the principle, his capacity to contract is determined by his mental state "at the time when he makes it." Since he was of unsound mind at that time, the contract's validity is questionable. - In contract law, a contract entered into by a person of unsound mind is typically voidable at the option of that person (or their representative). The other party (Mr. Yan) generally cannot void it. However, the question also touches upon the burden of proof.

Step 3: Analyzing the Burden of Proof and Evaluating Options

The law presumes every person to be of sound mind. The burden of proving unsoundness of mind lies on the person who alleges it. - In this case, Mr. Xiu is the one who was of unsound mind. If he wants to avoid the contract, the burden would be on him to prove he was of unsound mind at the time of contracting.

- However, the options are framed from a general perspective. Let's re-examine the situation: A person who is usually of sound mind but occasionally of unsound mind enters a contract. Can they enter into a contract? Yes, but only when they are of sound mind.

- Let's analyze the options based on the burden of proof rules. (A) This is too absolute. He can enter into contracts, just not when he is of unsound mind.

(B) This states the burden is on the other party (Mr. Yan). This is incorrect. The burden is on the party claiming insanity to prove it.

(C) This option correctly states that Mr. Xiu can enter into a contract (i.e., when he is of sound mind). It then correctly states that the burden of proof is on him (the one who is occasionally of unsound mind) to prove that he was of sound mind at the time of the contract if the contract is challenged on grounds of his insanity. This aligns with legal principles where the person who is not always sane must prove their sanity at the time of the contract.

(D) While a contract with a person of unsound mind may be void or voidable, this statement is an absolute legal conclusion and doesn't address the nuances of the situation, especially the burden of proof which options (B) and (C) introduce. Option (C) provides a more complete answer regarding the legal process. Given the options, (C) is the most legally nuanced and correct response. The person who is subject to fits of insanity has the burden to prove he was sane when he made the contract.

Step 4: Final Answer

The law allows people who are occasionally of unsound mind to enter contracts during their lucid intervals. The burden of proving that they were of sound mind at the specific time of the contract lies with them. Therefore, option (C) is the most accurate statement.

Quick Tip

In cases involving soundness of mind, remember two key rules: (1) What matters is the mental state at the time of the contract. (2) The law presumes sanity. The burden of proof is on the person alleging insanity. For someone who is occasionally insane, the burden shifts to them to prove they were sane during the contract's formation.

57. LEGAL PRINCIPLE : Ignorance of fact is excused but ignorance of law is not an excuse to criminal liability.

FACTUAL SITUATION : Abhay was a passenger from Frankfurt to Jakarta on a Lufthansa plane. When the plane landed at the Mumbai Airport on 24 November 2021 it was found on searching that Abhay carried 34 kg of gold bars on his person and that he had not declared it in the 'Manifest of Transit'. On 22 November 2021, the Government of India had issued a notification modifying its earlier exemption, making it mandatory that gold must be declared in the "Manifest" of the aircraft.

DECISION :

(A) Abhay cannot be prosecuted because he had actually no knowledge about the new notification issued two days ago.

(B) Abhay cannot be prosecuted because of ignorance of fact is excusable.

(C) Abhay can be prosecuted because ignorance of law is not excusable.

(D) Abhay's ability would depend on the discretion of the court.

Correct Answer: (C) Abhay can be prosecuted because ignorance of law is not excusable.

Solution:

Step 1: Understanding the Legal Principle

The principle states a fundamental rule of law: ‘Ignorantia facti excusat, ignorantia juris non excusat’. This means that a person may be excused for a mistake about a fact, but not for being unaware of the law. Every person is presumed to know the law of the land.

Step 2: Applying the Principle to the Facts

- The Government of India’s notification issued on 22 November 2021 is a law. - Abhay failed to declare the gold, which was a requirement under this new law. - Abhay’s claim that he had “no knowledge about the new notification” is a plea of ignorance of the law. - According to the legal principle, ignorance of law is not an excuse for criminal liability.

Step 3: Evaluating the Options

(A) This is incorrect. Abhay’s lack of knowledge is ignorance of the law, which the principle explicitly states is not an excuse.

(B) This is incorrect. Abhay is ignorant of a law (the notification), not a fact. An example of ignorance of fact would be if he believed the bars were brass, not gold.

(C) This is the correct application of the principle. Abhay violated a law, and his ignorance of that law does not absolve him of liability. Therefore, he can be prosecuted.

(D) This is incorrect. The principle is a strict rule and is not subject to the discretion of the court.

Step 4: Final Answer

Abhay’s lack of awareness of the new government notification is ignorance of law. The legal principle clearly states that ignorance of law is not an excuse. Therefore, Abhay can be prosecuted.

Quick Tip

In legal reasoning, distinguish clearly between a ‘fact’ and a ‘law’. A law is a rule, regulation, or statute enacted by a governing body. A fact is a specific detail about a situation or object. Ignorance of the former is no defense, while ignorance of the latter can be.

58. LEGAL PRINCIPLE: Any direct physical interference with goods in somebody’s possession without lawful justification is called trespass of goods.

FACTUAL SITUATION: Z purchased a car from a person who had no title to it and sent it to garage for repair. X believing wrongly that the car was his, removed it from the garage. Has he committed any offence ?

DECISION:

- (A) X cannot be held responsible for trespass of goods as he was under a wrong belief.
- (B) X can be held responsible for trespass of goods.
- (C) Z has no right over the car as he purchased it from a person who had not title over it.
- (D) None of the above

Correct Answer: (B) X can be held responsible for trespass of goods.

Solution:

Step 1: Understanding the Legal Principle

The principle defines trespass to goods with three elements: 1. Direct physical interference with goods. 2. The goods must be in somebody's possession. 3. The interference must be without lawful justification.

Step 2: Applying the Principle to the Facts

1. **Direct physical interference:** X removed the car from the garage. This is a direct physical interference. 2. **In somebody's possession:** The car was in the possession of Z (held by the garage as Z's agent). Possession, not ownership, is the key requirement for trespass. Even if Z is not the true owner, he was in possession of the car. 3. **Without lawful justification:** X believed the car was his, but this belief was wrong. A mistaken belief, however honest, does not constitute lawful justification. X had no legal right to take the car.

Step 3: Evaluating the Options

- (A) This is incorrect. X's wrong belief is not a lawful justification. Trespass to goods is a tort of strict liability with respect to the interference; intention is not a required element.
- (B) This is correct. All the elements of the principle are satisfied. X physically interfered with the car while it was in Z's possession, and X had no legal justification for doing so.
- (C) This is irrelevant to the question of whether X committed trespass against Z. The principle protects possession, not ownership. Z's possession gives him the right to sue anyone (except the true owner) for trespass.
- (D) This is incorrect as a decision can be made.

Step 4: Final Answer

Since X interfered with the car in Z's possession without any lawful justification, he is responsible for trespass of goods.

Quick Tip

Remember that the tort of trespass protects possession, not ownership. A person in possession of an item can sue for trespass even if they are not the legal owner, against anyone who interferes with that possession (except a person with a better title, like the true owner).

59. LEGAL PRINCIPLE : No confession made to a Police Officer, shall be proved as against a person accused of any offence.

FACTUAL SITUATION : Thanu was accused of having murdered Vinu over a property dispute. After arrest, Thanu made a confession to the Inspector that she had in fact murdered Vinu. The confessional statement of Thanu was written on a paper and Thanu signed the same. The police carried on further investigation but were not able to find any other evidence to produce before the court. Can the confessional statement signed by Thanu be proved in court ?

DECISION :

- (A) No, such a confessional statement cannot be proved since the confession was made to a Police Officer.
- (B) Yes, such a confessional statement can be proved since it is not an oral confession. It has been duly signed by Thanu and hence there is no doubt that she made the confession herself.
- (C) Yes, since there is no other evidence, it is necessary to rely on this statement or else a serious offender will escape the clutches of criminal law.
- (D) Both b) and c)

Correct Answer: (A) No, such a confessional statement cannot be proved since the confession was made to a Police Officer.

Solution:

Step 1: Understanding the Legal Principle

The principle lays down an absolute and mandatory rule: any confession made to a police officer is inadmissible in court as evidence against the accused. The purpose is to prevent coerced confessions. This is a direct reflection of Section 25 of the Indian Evidence Act, 1872.

Step 2: Applying the Principle to the Facts

- Thanu made a confession. - The confession was made to a Police Inspector, who is a police officer. - The principle states "No confession made to a Police Officer" shall be proved. - The form of the confession (oral, written, signed) is irrelevant according to the principle. The identity of the person to whom it is made is the only deciding factor.

Step 3: Evaluating the Options

- (A) This option correctly and directly applies the legal principle. The confession was made to a police officer, so it cannot be proved.
- (B) This is incorrect. The principle does not differentiate between oral and written confessions. The fact that it was written and signed does not make it admissible if it was made to a police officer.
- (C) This is incorrect. The lack of other evidence or the potential for an offender to be acquitted does not allow the court to ignore a mandatory rule of evidence. The principle must be applied regardless of the outcome.
- (D) This is incorrect because both (b) and (c) are incorrect.

Step 4: Final Answer

The legal principle creates a complete bar on proving confessions made to a police officer. Since

Thanu's confession was made to a Police Inspector, it cannot be proved in court.

Quick Tip

Rules of evidence, like the one in this principle, are often absolute. Do not let the factual outcome (like a guilty person potentially going free) sway your application of the rule. Stick strictly to what the principle states.

60. LEGAL PRINCIPLE : Whoever dishonestly takes away any property from the possession of another, with an intention of such taking away, without his permission is liable for theft.

FACTUAL SITUATION : Raja, a famous gangster, moves into an apartment in Kankurgachi, Calcutta. There, he discovers that the previous owner of the apartment had left behind a pair of beautiful ivory handled combs. Mesmerized by their beauty and confused as to whom he should be returning them to, he decides to retain them and starts using them. The previous owner of the combs gets to know this and registers an FIR for theft against Raja. Is Raja liable ?

DECISION :

- (A) Raja is liable for theft as he failed to return the property even when he knew it was someone else's property.
- (B) Raja is not liable as he has not taken it away from anyone else's possession and there was no dishonest intention.
- (C) Raja is liable as you don't expect anything better from a gangster.
- (D) Raja is not liable as he was confused as to whom he should be returning the property to.

Correct Answer: (B) Raja is not liable as he has not taken it away from anyone else's possession and there was no dishonest intention.

Solution:

Step 1: Understanding the Legal Principle

The principle defines theft with several key ingredients: 1. Dishonest intention. 2. Taking away property. 3. The property must be taken from the possession of another person. 4. The taking must be without that person's permission. All these elements must be present for the act to be considered theft.

Step 2: Applying the Principle to the Facts

- Raja "discovers" the combs in the apartment. The combs were left behind, meaning they were not in the physical possession of the previous owner at that moment. Raja did not "take away" the property "from the possession of another". He found lost or abandoned property. - The initial act of finding is not accompanied by a dishonest intention. The facts state he was "confused". The dishonest intention (to retain and use) was formed later. - Because the crucial element of "taking away from the possession of another" is missing, the act does not fit the

definition of theft as per the principle. The correct offense might be criminal misappropriation of property, but the question specifically asks about liability for theft.

Step 3: Evaluating the Options

(A) This is incorrect. While he did fail to return the property, his act does not meet the definition of theft because he didn't take it from the owner's possession.

(B) This is the correct answer. It correctly identifies the missing element: Raja "has not taken it away from anyone else's possession". This is the primary reason why the act is not theft. The point about no dishonest intention (at the time of finding) is also valid.

(C) This is irrelevant. Raja's reputation as a gangster does not determine his legal liability.

(D) This is only partially correct. His confusion relates to the element of dishonest intention, but the more fundamental reason he is not liable for theft is the absence of "taking from possession", which is captured in option (B).

Step 4: Final Answer

Raja is not liable for theft because he found the property; he did not take it from the possession of the previous owner. Therefore, a key ingredient of theft is missing.

Quick Tip

It is crucial to differentiate between theft and criminal misappropriation. Theft involves taking property from someone's possession. Criminal misappropriation occurs when someone who is already in possession of property (e.g., they found it or were entrusted with it) dishonestly converts it to their own use.

61. LEGAL PRINCIPLE : The state shall make special laws for the upliftment of citizens of the country, and these laws can be made for the benefit of any specific caste, class or sex of people living in the society.

FACTUAL SITUATION : The state of Hindu Pradesh comes out with a law, which provided for reservation to Muslims in all government and government aided institutions. This law is challenged in the High Court of Hindu Pradesh, as being arbitrary and contrary to the established laws. Can the challenge be successful ?

(A) Yes, since people from other religions would also start making such demands, which would jeopardize the unity and integrity of the country.

(B) No, since the state has the right to make special laws for the upliftment of the citizens of the country.

(C) Yes, since the state has not been mandated to make reservation, based on a person's religion.

(D) No, since the Government cannot neglect the minorities.

Correct Answer: (C) Yes, since the state has not been mandated to make reservation, based on a person's religion.

Solution:

Step 1: Understanding the Question:

The question requires us to apply the given legal principle to the factual situation and determine if the challenge to the reservation law will succeed.

Step 2: Key Formula or Approach:

The legal principle explicitly states the grounds on which special laws for upliftment can be made: **caste, class, or sex**. The factual situation describes a law based on **religion** (for Muslims). The core of the problem is to see if the action of the state aligns with the power granted by the principle.

Step 3: Detailed Explanation:

1. The legal principle provides a specific and exhaustive list of categories for which the state can make special laws: "caste, class or sex".
2. The law enacted by the state of Hindu Pradesh provides reservation based on "religion" (Islam).
3. The category of "religion" is not mentioned in the legal principle. Therefore, the state has acted outside the scope of the power granted by this specific principle.
4. When a state acts beyond its mandated powers (*ultra vires*), its actions can be challenged and struck down by the courts.
5. Option (A) discusses potential consequences but is not a direct legal argument based on the principle.
6. Option (B) is a general statement that ignores the specific limitations ("caste, class or sex") mentioned in the principle.
7. Option (D) is a statement of policy or moral obligation, not a legal justification based on the given principle.
8. Option (C) directly points out the discrepancy: the principle does not authorize reservation based on religion. Thus, the challenge would be successful on this ground.

Step 4: Final Answer:

The challenge is likely to be successful because the state's law is based on religion, a ground not covered by the legal principle which is limited to caste, class, or sex. Therefore, option (C) is the correct answer.

Quick Tip

In legal principle questions, always pay close attention to the specific words used. The principle here lists 'caste, class or sex'. The law is based on 'religion'. The mismatch is the key to solving the problem. Do not get distracted by emotional or political arguments (like in options A and D).

62. LEGAL PRINCIPLE : The master/principal is liable for all acts done by his duly appointed servant/agent for all acts done by him lawfully in the course of his

employment.

FACTUAL SITUATION: A, B, C and D carried on a business in partnership. While making a deal with another company, B bribed the clerk there. Is the partnership firm vicariously liable ?

- (A) No, as bribing is not in course of employment of the partners.
- (B) Yes, as partners are agents of the firm.
- (C) Yes, as B can be said to have implied authority for the same.
- (D) No, as this act was not authorised by the others.

Correct Answer: (A) No, as bribing is not in course of employment of the partners.

Solution:

Step 1: Understanding the Question:

The question asks whether a partnership firm is vicariously liable for an act of bribery committed by one of its partners, based on the provided legal principle.

Step 2: Key Formula or Approach:

The legal principle sets two conditions for the principal's liability: 1. The act must be done **in the course of his employment**.

2. The act must be done **lawfully**.

We need to check if the act of bribing by partner B satisfies both these conditions.

Step 3: Detailed Explanation:

1. While partner B was acting "in the course of employment" (i.e., making a business deal for the firm), the act itself must also be lawful for the principle of vicarious liability to apply as stated here.
2. Bribery is an illegal and unlawful act.
3. The legal principle explicitly states that the principal is liable for acts done "lawfully" by the agent.
4. Since bribing is not a lawful act, the second condition of the principle is not met.
5. Therefore, according to this specific principle, the partnership firm is not vicariously liable.
6. Option (A) correctly identifies that bribing is not a lawful act done in the course of employment. While it can be argued it was done during employment, it's not a legitimate part of the employment.
7. Option (B) is incorrect because while partners are agents, the principle has a "lawfully" clause that is not met.
8. Option (C) is incorrect because one cannot have implied authority to commit an illegal act.
9. Option (D) points to a lack of authorization, which is true, but the core reason based on the principle is the unlawful nature of the act itself, as captured in (A).

Step 4: Final Answer:

The partnership firm is not vicariously liable because the act of bribing is unlawful, and the legal principle requires the act to be done "lawfully" for liability to attach. Option (A) provides the most accurate reason.

Quick Tip

Legal principles in these questions are self-contained rules. You must apply them exactly as they are written. The word "lawfully" is the most crucial part of this principle. Always dissect the principle into its component parts or conditions and check if the facts satisfy all of them.

63. LEGAL PRINCIPLE: A contract which is impossible to perform becomes void.

FACTUAL SITUATION : Surender agreed to deliver specific quality of rice to Sonakshi identified by both of them. Before delivery, the rice was burnt by short circuit. Is Surender discharged from the performance of the contract ?

- (A) Surender is discharged from performance as the subject matter of the contract is destroyed.
- (B) Surender is discharged from performance as the subject matter had been specifically identified.
- (C) Surender is not discharged from performance as he can procure rice from other sources.
- (D) None of the above

Correct Answer: (A) Surender is discharged from performance as the subject matter of the contract is destroyed.

Solution:

Step 1: Understanding the Question:

The question asks if a seller is freed from his contractual obligation when the specific goods he agreed to sell are destroyed before delivery due to an accident.

Step 2: Key Formula or Approach:

This problem relates to the "Doctrine of Frustration" or "Impossibility of Performance" in contract law. A key element is whether the subject matter of the contract is specific or generic. If the subject matter is specific and is destroyed without the fault of either party, performance becomes impossible.

Step 3: Detailed Explanation:

1. The legal principle states that a contract becomes void if it's impossible to perform.
2. In the factual situation, Surender and Sonakshi agreed on a "specific quality of rice identified by both of them". This means the contract was for a particular, ascertained batch of rice, not just any rice of that quality.
3. The specific rice, which was the subject matter of the contract, was destroyed by a short circuit (an event not caused by Surender's fault).
4. Because the specific subject matter has been destroyed, it is now physically impossible for Surender to deliver that particular rice.
5. Applying the principle, the contract has become impossible to perform and is therefore void. This discharges Surender from his obligations.

6. Option (A) correctly states this conclusion and reason. The destruction of the subject matter makes performance impossible.
7. Option (B) is also correct in its reasoning but (A) is a more complete answer as it directly links the destruction to the discharge.
8. Option (C) would have been correct if the contract was for a generic quantity of rice of a certain quality, but here the rice was "identified by both," making it specific.

Step 4: Final Answer:

Since the specific and identified subject matter of the contract was destroyed, performance has become impossible. According to the principle, the contract is void, and Surrender is discharged from his duty to perform. Option (A) is the best choice.

Quick Tip

In contract law problems involving the destruction of goods, always check if the goods are 'specific' or 'generic'. If specific (e.g., "the rice in this particular warehouse"), its destruction makes performance impossible. If generic (e.g., "100 kg of Basmati rice"), the seller is usually still obligated to find the goods from another source.

64. LEGAL PRINCIPLE : Whoever stores a substance which could cause damage on escape shall be absolutely liable (i.e. liable even when he has exercised necessary care) for any damage caused by the escape of the substance.

FACTUAL SITUATION: Union Carbide India Limited (UCIL) manufactured methyl isocyanate, an extremely toxic gas. Due to a storm, the gas that was being stored in sealed containers got released. Before much could happen, the local municipal authorities managed to contain the disaster. The authorities filed a suit against UCIL for the costs that were incurred in decontamination. However, later it was realized that the clean-up by the authorities could have been done without spending as much resources and the damage was not that significant. UCIL argued that it would pay only part of the amount demanded by the authorities, which could have dealt with the contamination.

- (A) UCIL is liable only to the extent of contamination caused. It does not need to pay the authorities the entire amount demanded by them.
- (B) The authorities are entitled to the whole sum, as UCIL shall be held liable for all the repercussions of their act even if they had exercised due care.
- (C) UCIL can plead that the escape of the gas had been caused by a storm and not due to its own negligence. It was an inevitable accident.
- (D) The municipal authorities should have analyzed the damage first before jumping into action. It was due to their own negligence because of which they had to shell out more than required.

Correct Answer: (B) The authorities are entitled to the whole sum, as UCIL shall be held

liable for all the repercussions of their act even if they had exercised due care.

Solution:

Step 1: Understanding the Question:

The question asks for the extent of UCIL's liability for the costs incurred by authorities in cleaning up a toxic gas leak, based on the principle of absolute liability.

Step 2: Key Formula or Approach:

The legal principle is that of **Absolute Liability**. This means: 1. Liability arises from storing a dangerous substance.

2. Liability is triggered if it escapes and causes damage.

3. The liability is "absolute" – meaning there are no exceptions or defenses like 'act of God' (storm) or 'exercise of due care'.

4. The party is liable for "any damage caused" by the escape. The costs incurred to prevent further harm and decontaminate are part of this damage.

Step 3: Detailed Explanation:

1. UCIL stored methyl isocyanate, a dangerous substance. It escaped. This triggers the principle.

2. The principle states UCIL is "absolutely liable" for "any damage caused". The costs incurred by the municipal authorities for decontamination are a direct consequence and part of the damage resulting from the escape.

3. UCIL's argument that the cleanup could have been cheaper is irrelevant. The authorities acted to contain the disaster, and the costs they incurred are the actual damages. The principle holds the defendant liable for all repercussions.

4. Option (B) correctly reflects this by stating UCIL is liable for all repercussions, entitling the authorities to the whole sum.

5. Option (A) is incorrect as it tries to limit the liability, which contradicts the "absolute" nature of the principle.

6. Option (C) is incorrect because under absolute liability, an "inevitable accident" or "Act of God" (like a storm) is not a valid defense.

7. Option (D) tries to shift the blame to the authorities (contributory negligence), which is also not a defense here. The primary liability rests with the one who stored the dangerous substance.

Step 4: Final Answer:

Based on the principle of absolute liability, UCIL is responsible for all damages resulting from the escape, including the full cost of the cleanup undertaken by the authorities. Therefore, option (B) is the correct decision.

Quick Tip

The principle of 'Absolute Liability' is stricter than 'Strict Liability'. In absolute liability, there are generally no exceptions. Even if the escape was caused by a third party or an Act of God, the enterprise engaged in the hazardous activity remains liable. Remember this distinction.

65. LEGAL PRINCIPLE: Nobody shall unlawfully interfere with a person's use or enjoyment of land, or some right over, or in connection with it. The use or employment, envisaged herein, should be normal and reasonable taking into account surrounding situation.

FACTUAL SITUATION: Jogi and Prakash were neighbors in a residential locality. Prakash started a typing class in a part of his house and his typing sound disturbed Jogi who could not put up with any kind of continuous noise. He files a suit against Prakash.

- (A) Prakash is liable, because he should not have started typing class in his house.
- (B) Prakash is liable, because as a neighbor, he should have realized Jogi's delicate nature.
- (C) Prakash is not liable, because typing sound did not disturb anyone else other than Jogi.
- (D) None of the above

Correct Answer: (A) Prakash is liable, because he should not have started typing class in his house.

Solution:

Step 1: Understanding the Question:

The question asks if Prakash is liable for nuisance for running a noisy typing class in a residential area that disturbs his neighbor, Jogi.

Step 2: Key Formula or Approach:

The legal principle is that of Nuisance. The key conditions from the principle are: 1. There must be an interference with the use or enjoyment of land.

2. The use causing the interference must be evaluated based on whether it is "normal and reasonable taking into account surrounding situation".

The "surrounding situation" here is a "residential locality".

Step 3: Detailed Explanation:

1. Jogi's enjoyment of his land is being interfered with by the "continuous noise" from the typing class.

2. The core issue is whether Prakash's use of his property (running a typing class) is "normal and reasonable" for a "residential locality".

3. A residential locality is primarily for living and peaceful enjoyment. A commercial activity like a typing class, which generates continuous noise, is generally not considered a normal or reasonable use of property in such an area.

4. Therefore, Prakash's activity constitutes an unlawful interference, i.e., a nuisance.

5. Option (A) correctly concludes that Prakash is liable because starting a typing class (a commercial, noisy activity) is inappropriate for his house in a residential locality.

6. Option (B) is incorrect because the law protects a reasonable person, not someone with a "delicate nature". The focus is on the unreasonableness of the defendant's act, not the plaintiff's sensitivity.

7. Option (C) is incorrect. A nuisance can be private, affecting only one person or household.

It doesn't need to disturb the entire neighborhood to be actionable.

Step 4: Final Answer:

The use of a house in a residential locality for a commercial typing class that creates continuous noise is not a reasonable use of the land. It interferes with the neighbor's enjoyment of his property, making Prakash liable for nuisance. Option (A) is the most appropriate answer.

Quick Tip

In nuisance cases, the concept of "give and take" is important. However, the reasonableness of an activity is heavily dependent on the character of the locality. What is acceptable in an industrial or commercial area may be a nuisance in a residential one. Always consider the context provided in the facts.

66. LEGAL PRINCIPLE : 1. Whoever causes death by doing an act with the intention of causing death or with the intention of causing such bodily injury as is likely to cause death or with the knowledge that he is likely by such act to cause death commits the offence of culpable homicide. 2. Mens rea and actus reus must concur to the result in a crime which is punishable by the law. **FACTUAL SITUATION :** A and B went for shooting. A knew Z to be behind a bush. B does not know it. A induces B to fire at the bush. B fires and kills Z. Has an offence been committed ? **DECISION :**

- (A) A had mens rea but not actus reus. B had actus reus but no mens rea. No one is guilty.
- (B) A induced B to fire at the bush with the knowledge that Z is there. A is guilty of culpable homicide but B is not guilty of any offence.
- (C) Both A and B are guilty.
- (D) None of the above

Correct Answer: (B) A induced B to fire at the bush with the knowledge that Z is there. A is guilty of culpable homicide but B is not guilty of any offence.

Solution:

Step 1: Understanding the Question:

The question requires us to apply the principles of culpable homicide, 'mens rea' (guilty mind), and 'actus reus' (guilty act) to determine the criminal liability of A and B.

Step 2: Key Concept:

The core concepts are:

- **Culpable Homicide:** Causing death with intention or knowledge that the act is likely to cause death.
- **Mens Rea:** The mental element of a crime, i.e., the intention or knowledge of wrongdoing.
- **Actus Reus:** The physical element of a crime, i.e., the wrongful act itself.

- **Concurrence:** For a crime to be established, both 'mens rea' and 'actus reus' must be present and linked.

Step 3: Detailed Explanation:

Let's analyze the roles of A and B separately:

- **Analysis of A's liability:**

- **Mens Rea:** A had the knowledge that Z was behind the bush. By inducing B to fire at the bush, A knew that this act was likely to cause Z's death. Therefore, A possessed the required 'mens rea' for culpable homicide.

- **Actus Reus:** A's 'actus reus' is the act of "inducing B to fire". This act directly led to the death of Z. Though A did not pull the trigger, his act of inducement is the wrongful act that caused the consequence.

- **Conclusion for A:** Since both 'mens rea' and 'actus reus' are present on A's part, A is guilty of culpable homicide.

- **Analysis of B's liability:**

- **Actus Reus:** B performed the physical act of firing the gun, which killed Z. Therefore, B committed the 'actus reus'.

- **Mens Rea:** B did not know that Z was behind the bush. He had no intention to kill Z or knowledge that his act was likely to cause Z's death. Therefore, B lacked the required 'mens rea'.

- **Conclusion for B:** According to the second legal principle, 'mens rea' and 'actus reus' must concur. Since B lacked 'mens rea', he is not guilty of any offence.

Step 4: Final Answer

Based on the analysis, A is guilty of culpable homicide, and B is not guilty of any offence. This matches option (B).

Quick Tip

In criminal law problems involving multiple parties, always analyze the 'mens rea' and 'actus reus' for each individual separately. The liability of one person does not automatically transfer to another unless principles like abetment or common intention are established.

67. LEGAL PRINCIPLE : 1. The crime of kidnapping involves taking someone away from the custody of their lawful guardian. 2. The crime of abduction involves inducing or forcing somebody to go away from some place against their will. **FAC-TUAL SITUATION:** A steal B's slave. Is it a crime ? **Type of crime:** I. Kidnapping II. Abduction III. Neither **Reason:** A. Slavery is illegal. B. A has taken him away from B's lawful custody. C. A has forced somebody to go with him against his will. **DECISION :**

- (A) I(B)
(B) II(C)

- (C) III(A)
- (D) I(A)

Correct Answer: (C) III(A)

Solution:

Step 1: Understanding the Question:

The question asks us to determine if stealing a slave constitutes kidnapping or abduction, based on the provided legal principles. We must select the correct crime type and the corresponding reason.

Step 2: Detailed Explanation:

- **Analyzing Kidnapping:** The principle for kidnapping requires taking someone from the custody of their **lawful guardian**. The central issue is whether a slave owner (B) can be considered a "lawful guardian". In modern legal systems, slavery is illegal and abolished. A person cannot be legally owned by another. Therefore, B's custody of the slave is not "lawful". Since the condition of lawful guardianship is not met, the act cannot be kidnapping.
- **Analyzing Abduction:** The principle for abduction requires inducing or forcing someone to go against their will. The factual situation only states that "A steal B's slave." It does not provide any information about whether the slave was forced or went against their will. We cannot assume this critical element.
- **Evaluating the Premise:** The entire factual situation is based on the concept of slavery. Reason (A) correctly points out that "Slavery is illegal." This fundamental point invalidates the legal framework required for kidnapping (i.e., lawful custody). Since B has no legal right over the person, A taking that person away from B does not constitute taking from lawful custody. Therefore, the crime is neither kidnapping nor abduction based on the given facts and principles.

Step 3: Final Answer

The correct crime type is "III. Neither" because the reason is "A. Slavery is illegal." This combination is represented by option (C).

Quick Tip

In legal reasoning questions, always be alert to underlying premises in the factual situation that may be legally invalid (e.g., slavery, illegal contracts). The illegality of the premise often dictates the outcome.

68. LEGAL PRINCIPLE : Whoever delivers to another person as genuine any counterfeit currency which he knows to be counterfeit, but which that other person is not aware of at the time when he received it, is guilty of counterfeiting currency. **FACTUAL SITUATION :** While returning home one day, Roshni realizes that the local shopkeeper has given her a fake note of Rs. 1,000. Disappointed, she goes to the same shop and buys cosmetics worth Rs. 600. She then passes the

same fake note to the shopkeeper. The shopkeeper while inspecting the note finds out that it is fake. Is Roshni guilty ? **DECISION :**

- (A) No, as she was merely attempting to return the note to the same shopkeeper who gave her the note.
- (B) No, she is not guilty of any offence as neither did she manufacture the note nor did she circulate it with a view to deceive the public.
- (C) Yes, as she attempted to pass on a note which she knew was counterfeit.
- (D) No, the shopkeeper is guilty as he was the one who circulated the counterfeit note to Roshni.

Correct Answer: (C) Yes, as she attempted to pass on a note which she knew was counterfeit.

Solution:

Step 1: Understanding the Question:

The question asks whether Roshni is guilty of counterfeiting currency based on the provided legal principle, given her actions of knowingly using a fake note.

Step 2: Key Concept - Elements of the Offence:

Let's break down the legal principle into its essential components:

1. **Delivery:** Delivers to another person... as genuine.
2. **Knowledge of Counterfeit:** The deliverer knows the currency is counterfeit.
3. **Recipient's Unawareness:** The other person is not aware it is counterfeit at the time of receiving it.

Step 3: Detailed Explanation:

Let's apply these elements to Roshni's actions:

1. **Delivery:** Roshni "passes the same fake note to the shopkeeper" to pay for cosmetics worth Rs. 600. This is an act of delivering the note as genuine payment. The condition is met.
2. **Knowledge of Counterfeit:** The facts state that "Roshni realizes that the local shopkeeper has given her a fake note". She acted with the knowledge that the note was counterfeit. The condition is met.
3. **Recipient's Unawareness:** The shopkeeper only "finds out that it is fake" while inspecting it, meaning he was not aware at the moment he received it in exchange for the goods. The condition is met.

Since all the elements defined in the legal principle are satisfied by Roshni's actions, she is guilty of the offence. Her motive (feeling cheated and wanting to recover her loss) is irrelevant to the application of the strict legal principle provided.

Step 4: Final Answer

Roshni's actions perfectly match the description of the crime in the legal principle. Therefore, she is guilty. Option (C) provides the correct conclusion and reason.

Quick Tip

In principle-fact questions, stick strictly to the definition provided in the legal principle. Do not import external knowledge or considerations of fairness or motive unless the principle itself allows for it.

69. LEGAL PRINCIPLE : 1. To constitute a punishable criminal offence, guilty intention must accompany an illegal act. 2. Criminal mischief means causing damage to public property intentionally or with the knowledge that harm may occur. **FACTUAL SITUATION:** Neel being a Shahrukh Khan fan went to the premier of the movie, Happy New Year. As usual, he carried his pen-knife, a gift from his dead mother. At the security check, impatient of waiting in the queue, Neel slunk past the guards and the metal detector when no one was watching. Later, he was apprehended in the hall and charged for mischief and possession of a weapon when it was expressly forbidden. **DECISION :**

- (A) Neel is not criminally liable since he had no intention to commit mischief.
- (B) Liable for possession of the weapon since it was expressly forbidden and mere possession was enough; although he might not be liable for mischief as he did not do anything.
- (C) Neel is not liable since the pen knife had an emotional value and rather the guards should be punished for the security breach.
- (D) Liable for both possession of the weapon and criminal mischief since he slunk past the guards which shows his intention to commit the crime.

Correct Answer: (B) Liable for possession of the weapon since it was expressly forbidden and mere possession was enough; although he might not be liable for mischief as he did not do anything.

Solution:

Step 1: Understanding the Question:

The question requires us to determine Neel's liability for two separate charges: (1) criminal mischief and (2) possession of a weapon, based on the given principles.

Step 2: Detailed Explanation:

Let's analyze each charge separately.

- Charge 1: Criminal Mischief

- **Principle:** Criminal mischief involves *intentionally causing damage* to public property.

- **Facts:** The situation states that Neel was apprehended, but there is no mention that he caused any damage or intended to cause any damage. His reason for having the knife was sentimental. He "did not do anything" with it.

- **Conclusion:** Since there was no act of causing damage ('actus reus') and no intention to cause damage ('mens rea'), Neel is not liable for criminal mischief.

- Charge 2: Possession of a Weapon

- **Principle:** A punishable offence requires a guilty intention ('mens rea') and an illegal act

(‘actus reus’).

- **Facts:** Possession of a weapon was "expressly forbidden". The illegal act (‘actus reus’) is possessing the weapon in a prohibited area. Neel committed this act. The guilty intention (‘mens rea’) is the knowledge that he was carrying the weapon and intentionally bypassing security ("slunk past the guards") to bring it inside. He intended to commit the act of possession.

- **Conclusion:** Both ‘mens rea’ and ‘actus reus’ for the offence of prohibited possession are present. Therefore, Neel is liable for possession of the weapon. The emotional value of the knife is not a legal defense.

Step 3: Final Answer

Neel is not liable for mischief but is liable for possession of the weapon. Option (B) accurately reflects this dual conclusion. Option (A) is incomplete. Option (C) uses an invalid defense. Option (D) incorrectly finds him liable for mischief.

Quick Tip

When a question involves multiple charges or offences, break it down and analyze each one individually against the provided legal principles. This systematic approach prevents confusion and leads to the most accurate answer.

70. LEGAL PRINCIPLE : Only Parliament or State Legislatures have the authority to enact laws on their own. No law made by the State can take away a person’s fundamental right. **FACTUAL SITUATION :** Parliament enacted a law, which according to a group of lawyers is violating the fundamental rights of traders. A group of lawyers files a writ petition challenging the Constitutional validity of the statute seeking relief to quash the statute and further direct Parliament to enact a new law. **DECISION :**

(A) The court can quash the existing law if it violates fundamental rights but cannot direct Parliament to make a new law.

(B) The court can quash existing law if it violates fundamental rights and can direct Parliament to make a new law.

(C) No writ would lie against Parliament, as the court has no authority to direct Parliament to enact or re-enact a law.

(D) The court cannot quash the law as reasonable restrictions can be put on the fundamental rights.

Correct Answer: (A) The court can quash the existing law if it violates fundamental rights but cannot direct Parliament to make a new law.

Solution:

Step 1: Understanding the Question:

This question deals with the powers of the judiciary in relation to the legislature, specifically

concerning judicial review and the separation of powers.

Step 2: Key Concept - Separation of Powers and Judicial Review:

- **Judicial Review:** The judiciary has the power to review laws passed by the legislature to ensure they are constitutional. If a law violates fundamental rights (as stated in the second principle), the court can declare it unconstitutional and void (quash it).
- **Separation of Powers:** The constitution divides powers among the legislature, executive, and judiciary. The legislature's primary function is to make laws. The judiciary's function is to interpret laws. The judiciary cannot perform the function of the legislature.

Step 3: Detailed Explanation:

Let's analyze the two reliefs sought by the lawyers:

1. **To quash the statute:** Based on the principle of judicial review and the legal principle that "No law made by the State can take away a person's fundamental right," the court has the authority to examine the law. If it finds that the law indeed violates fundamental rights, it can strike it down or "quash" it.
2. **To direct Parliament to enact a new law:** This would involve the judiciary telling the legislature what to do. This violates the doctrine of separation of powers. The court cannot compel Parliament to make a specific law or any law at all. Law-making is the exclusive domain of the legislature.

Step 4: Final Answer

Therefore, the court can grant the first relief (quashing the law) but not the second (directing the enactment of a new law). Option (A) correctly states this position. Option (B) is wrong because the court cannot direct Parliament. Option (C) is partially wrong because a writ can lead to quashing the law, even if it cannot direct Parliament. Option (D) is incorrect because the court can indeed quash laws that impose unreasonable restrictions.

Quick Tip

Remember the core functions of the three branches of government: Legislature makes laws, Executive implements laws, and Judiciary interprets laws. Courts can invalidate laws (a negative power) but cannot create laws or force the legislature to create them (a positive power).

71. LEGAL PRINCIPLE : Necessity knows no law, and any person facing danger may do all that is necessary to avert the same till he can make recourse to public authorities. **FACTUAL SITUATION :** Akshay, a law abiding citizen decided to remove the weed of corruption from Indian society. One day, confronted with a bribing official, Akshay decided to teach him a lesson and punched him on his face. **DECISION :**

- (A) Akshay can plead defense of necessity as bribing is a crime.
- (B) Akshay cannot plead defense of necessity as there was no necessity to act in the manner

he acted.

(C) Akshay can plead defense of necessity as aware and vigilant citizenry forms the basis of a good democracy.

(D) Akshay can plead defense of necessity as there was no time to take recourse to public authorities.

Correct Answer: (B) Akshay cannot plead defense of necessity as there was no necessity to act in the manner he acted.

Solution:

Step 1: Understanding the Question:

The question asks if Akshay can use the "defense of necessity" to justify punching a corrupt official.

Step 2: Key Concept - The Defense of Necessity:

The legal principle lays out the conditions for this defense:

1. **Facing Danger:** There must be a danger that needs to be averted.
2. **Necessary Action:** The act done must be "necessary" to avert that danger. This implies it is a proportionate response and there are no other reasonable alternatives.
3. **No Recourse to Authorities:** The defense is available only "till he can make recourse to public authorities." If there is an opportunity to involve the police or other agencies, the defense is not applicable.

Step 3: Detailed Explanation:

Let's apply these conditions to Akshay's situation:

1. **Facing Danger:** While corruption is a societal "danger," the act of an official soliciting a bribe does not put Akshay in immediate physical danger that requires a violent response.
2. **Necessary Action:** Punching the official was not "necessary". Akshay had several other legal and non-violent options. He could have refused the bribe, reported the official to an anti-corruption agency, or tried to record the conversation as evidence. The act of punching was a disproportionate and unnecessary response.
3. **No Recourse to Authorities:** Akshay had every opportunity to take recourse to public authorities. The situation was not an emergency that precluded him from contacting the police or the vigilance department later. The facts do not suggest any urgency that would justify immediate violence.

Step 4: Final Answer

Since Akshay's actions do not meet the strict requirements for the defense of necessity, he cannot plead it. His act was not necessary, and he had recourse to public authorities. Option (B) correctly concludes this. Option (A) and (C) provide legally invalid reasons. Option (D) makes a false claim, as there was time to contact authorities.

Quick Tip

The defense of necessity is a very narrow defense, typically reserved for situations where a person must choose the "lesser of two evils" to prevent a greater, imminent harm (e.g., trespassing to escape a fire). It is not a justification for vigilantism or taking the law into one's own hands.

72. LEGAL PRINCIPLE : 1. Preparation to commit an offence is not an offence. 2. After one has finished preparation to commit an offence, any act done towards committing the offence with the intention to commit it, is an attempt to commit the offence which is by itself an offence. **FACTUAL SITUATION :** A wanted to kill B and had therefore gone to the market to buy explosives to plant in his house. After A has planted the bomb, he felt guilty and he went back to remove the bomb but while he was doing so, B saw him and called the police. Can A be held liable ? **DECISION :**

- (A) Yes, because he has done something more than mere preparation.
- (B) No, because B did not die.
- (C) Yes, because there existed a mala fide intention.
- (D) No, because he had removed before anything could happen.

Correct Answer: (A) Yes, because he has done something more than mere preparation.

Solution:

Step 1: Understanding the Question:

The question asks us to determine A's criminal liability by distinguishing between the stages of 'preparation' and 'attempt' to commit an offence.

Step 2: Key Concepts - Preparation vs. Attempt:

- **Preparation (Principle 1):** This is the stage of getting ready to commit a crime (e.g., buying tools, weapons). Preparation itself is generally not a punishable offence.
- **Attempt (Principle 2):** This stage begins after preparation is complete. It involves performing a direct act towards the commission of the offence with the required intention. An attempt is a punishable offence, even if the final crime is not completed.

Step 3: Detailed Explanation:

Let's break down A's actions:

- **Buying explosives:** This act constitutes 'preparation' to commit the murder of B. According to Principle 1, this act alone is not an offence.
- **Planting the bomb:** This is an "act done towards committing the offence". By planting the bomb, A has moved beyond mere preparation and has commenced the execution of his plan. This act directly constitutes an 'attempt'.
- **Feeling guilty and removing the bomb:** A's subsequent change of heart and attempt to undo his act does not negate the crime of 'attempt' which was already completed the moment

he planted the bomb. The law does not absolve liability for an attempt simply because the perpetrator abandons the plan later.

Step 4: Final Answer

Since A planted the bomb, he performed an act that went beyond mere preparation. Therefore, he is liable for an attempt to commit the offence. Option (A) correctly identifies this reason. Option (B) is incorrect because the success of the final act is not necessary for an attempt to be punishable. Option (D) is incorrect because a change of heart does not erase a completed attempt.

Quick Tip

To distinguish between preparation and attempt, apply the 'proximity test'. Ask if the act is directly connected to the commission of the crime. Buying the weapon is remote (preparation), but aiming it or, in this case, planting the bomb, is a proximate act (attempt).

73. LEGAL PRINCIPLE: A reasonable classification having nexus with the object sought to be achieved is not violative of Article 14 or Article 16 of the Constitution of India. **FACTUAL SITUATION:** 'X' is a male teacher in a women's college, who applied for the post of Principal of that college. His candidature was rejected on the basis of the Government policy of appointing only women as Principal of a women's college. 'X' challenges the policy on the ground of discrimination. Whether the challenge is sustainable ? **DECISION :**

- (A) Yes, because rejection of X's candidature amounts to sexual discrimination and deprivation of opportunity.
- (B) No, the rejection does not amount to the discrimination since it is a reasonable classification permissible under the Constitution.
- (C) No, because the policy of appointment of only lady Principal in a women's college is a reasonable classification having a nexus with the object sought to be achieved.
- (D) Yes, because the policy is violative of the guarantee of equality before law under Article 14 of the Constitution.

Correct Answer: (C) No, because the policy of appointment of only lady Principal in a women's college is a reasonable classification having a nexus with the object sought to be achieved.

Solution:

Step 1: Understanding the Question:

The question asks whether a policy of appointing only women as Principals of women's colleges is a form of discrimination that violates the Constitution, based on the principle of 'reasonable

classification’.

Step 2: Key Concept - Test of Reasonable Classification:

The principle provides the test for a valid classification under Articles 14 and 16. For a classification to be valid, it must satisfy two conditions:

1. **Intelligible Differentia:** The classification must be based on a clear and understandable difference between the groups being separated.
2. **Rational Nexus:** The difference (differentia) must have a rational connection to the objective that the policy or law aims to achieve.

Step 3: Detailed Explanation:

Let’s apply the two-part test to the given situation:

1. **Intelligible Differentia:** The policy classifies candidates based on gender (women vs. men). This is a clear and intelligible differentia.
2. **Rational Nexus: - Object:** The object of the policy is the proper administration and welfare of a women’s college, which caters specifically to the educational and developmental needs of female students.
- **Nexus:** Appointing a woman as the Principal of a women’s college can be seen as having a rational connection to this object. It can be argued that a female principal might be in a better position to understand the specific environment, challenges, and requirements of female students, and to act as a role model. Therefore, the classification has a rational nexus with the objective.

Step 4: Final Answer

Since the classification is based on an intelligible differentia (gender) and has a rational nexus with the object sought to be achieved (welfare of a women’s college), it is considered a ‘reasonable classification’ and is not unconstitutional. Option (C) provides the most complete and accurate application of the legal principle.

Quick Tip

When faced with questions on Article 14 (Right to Equality), always remember the two-pronged test for reasonable classification: intelligible differentia and rational nexus. If both conditions are met, the law or policy is likely to be held valid.

74. LEGAL PRINCIPLE: Any institution or body can be a ‘State’ if it is created under the Constitution or a statute; or if it is substantially financed by the Government; or the Government holds its share capital. **FACTUAL SITUATION:** K approached the High Court by filing a writ petition against the Board for Control of Cricket in India (BCCI). The argument advanced was BCCI is a ‘State’ within the meaning of Article 12 of the Constitution of India. The question is whether the argument is acceptable ? **DECISION :**

(A) Yes, because the Board has monopoly on cricket in India.

- (B) No, because the monopoly on cricket is neither State conferred nor State protected.
(C) No, because the control of BCCI, if any, is only regulatory.
(D) No, because neither the Board is created under a statute nor any part of share capital of the Board is held by the government and no financial assistance is given by the government to the Board.

Correct Answer: (D) No, because neither the Board is created under a statute nor any part of share capital of the Board is held by the government and no financial assistance is given by the government to the Board.

Solution:

Step 1: Understanding the Question:

The question requires us to apply the specific criteria provided in the legal principle to determine if the BCCI qualifies as a 'State' under Article 12 of the Constitution.

Step 2: Key Concept - Criteria for being a 'State':

The legal principle provides a clear, exhaustive list of conditions for an institution to be considered a 'State':

1. It is created under the Constitution or a statute, OR
2. It is substantially financed by the Government, OR
3. The Government holds its share capital.

Step 3: Detailed Explanation:

We must test the BCCI against each of these conditions:

1. **Creation by Statute:** The BCCI is not created by an Act of Parliament or the Constitution. It is a private body registered under the Tamil Nadu Societies Registration Act. So, condition 1 is not met.
2. **Substantial Government Finance:** The BCCI is a financially autonomous body that generates its own revenue through broadcasting rights, sponsorships, etc. It is not substantially financed by the Government. So, condition 2 is not met.
3. **Government Share Capital:** The BCCI is a society and does not have share capital. Even if it did, the government does not hold it. So, condition 3 is not met.

Step 4: Final Answer

Since the BCCI does not satisfy any of the conditions laid out in the legal principle, it cannot be considered a 'State' for the purposes of a writ petition. Option (D) perfectly aligns with this analysis by stating that none of the given conditions are met. Options (A), (B), and (C) discuss monopoly and control, which are not mentioned as criteria in the provided legal principle.

Quick Tip

In principle-fact questions, you must confine your reasoning strictly to the provided legal principle. Do not use external knowledge (like the concept of 'pervasive state control' from case law) unless the principle itself includes it.

75. LEGAL PRINCIPLE : A suit shall be instituted in the court within whose jurisdiction the cause of action arises; or the defendant actually and voluntarily resides or carries on business, or personally works for gain. **FACTUAL SITUATION:** 'Y' carries on business in Mumbai. 'Z' carries on business in Delhi. 'Z' buys goods of 'Y' in Mumbai through his agent and request 'Y' to deliver them at Delhi. Accordingly, 'Y' delivered the goods at Delhi. But he did not get the price of the goods delivered in Delhi. Therefore, he intends to move the Civil Court for recovery of amount of 'Z'. Which court may 'Y' approach ? **DECISION :**

- (A) 'Y' may institute the suit either at Delhi where 'Z' carries on business or at Mumbai where the cause of action arose.
- (B) 'Y' may institute the suit at Delhi where 'Z' carries on business.
- (C) 'Y' may institute the suit simultaneously at Delhi where 'Z' carries on business and at Mumbai where the cause of action arose.
- (D) 'Y' may institute the suit at Mumbai where the cause of action arose.

Correct Answer: (A) 'Y' may institute the suit either at Delhi where 'Z' carries on business or at Mumbai where the cause of action arose.

Solution:

Step 1: Understanding the Question:

The question is about determining the proper place of suing (territorial jurisdiction) for a civil suit, based on the location of the defendant and the place where the cause of action arose.

Step 2: Key Concept - Grounds for Jurisdiction:

The legal principle provides two alternative grounds for filing a suit:

1. **Place of Cause of Action:** The court within whose jurisdiction the cause of action (or a part of it) arises.
2. **Place of Defendant's Residence/Business:** The court within whose jurisdiction the defendant resides or carries on business.

Step 3: Detailed Explanation:

Let's apply these two grounds to the factual situation:

- Ground 1: Defendant's Location

- The defendant is 'Z'.
- The facts state that 'Z' carries on business in Delhi.
- Therefore, 'Y' can file the suit in Delhi.

- Ground 2: Cause of Action Location

- A 'cause of action' is a bundle of essential facts that the plaintiff must prove. It includes the making of the contract and the breach of the contract.
- **Making of the contract:** 'Z' buys goods of 'Y' in Mumbai through his agent. Thus, a part of the cause of action arose in Mumbai.
- **Breach of contract:** Non-payment of the price. The delivery was in Delhi, and payment was likely expected there or in Mumbai where the seller is. The breach gives rise to the cause

of action. Since the contract was made in Mumbai, it is a valid place for filing the suit.
- Therefore, 'Y' can also file the suit in Mumbai.

Step 4: Final Answer

The plaintiff 'Y' has a choice. He can sue 'Z' either in Delhi (where the defendant works) or in Mumbai (where a part of the cause of action arose). Option (A) correctly presents these two alternatives. Option (C) is incorrect as a suit cannot be filed simultaneously in two different courts.

Quick Tip

Remember that in contract cases, the cause of action can arise in multiple places: where the offer was made, where the acceptance was communicated, where the contract was to be performed (delivery of goods), and where payment was to be made. The plaintiff can choose any of these places to file a suit.

76. LEGAL PRINCIPLE : The acceptance of an offer will be valid only if it is made in the way it was expected to be made. **FACTUAL SITUATION :** There was a telephonic discussion between 'J' and 'K' for negotiating the sale of the shop of former to the latter. Upon reaching an agreement as to the price of the shop of 'J' at Rs. 20 lakh, 'J' told 'K' to send a letter to him within two weeks confirming that she wishes to buy the shop for price finalized. Two days thereafter, 'K' gave her acceptance to 'J' over telephone but sent the letter of confirmation after lapse of one month. Is 'J' bound by acceptance of 'K' ? **DECISION :**

(A) Yes, because the acceptance was conveyed within two weeks over telephone and it was followed by a letter of acceptance as stipulated.

(B) No, because although the acceptance over telephone was conveyed in time but not in the mode specified and the letter of acceptance was also not sent within two weeks.

(C) No, because sale of immovable property cannot be finalized online; neither any acceptance can be given over phone. Hence, the entire negotiation is invalid.

(D) Yes, because no law can compel the purchaser to give his acceptance through the mode prescribed by the vendor.

Correct Answer: (B) No, because although the acceptance over telephone was conveyed in time but not in the mode specified and the letter of acceptance was also not sent within two weeks.

Solution:

Step 1: Understanding the Question:

The question asks whether a valid contract was formed, based on the principle that acceptance must be made in the prescribed manner and within the prescribed time.

Step 2: Key Concept - Prescribed Mode and Time of Acceptance:

The legal principle states that for an acceptance to be valid, it must adhere to the mode specified by the offeror. Indian contract law also implies that it must be within the specified time.

Step 3: Detailed Explanation:

Let's analyze the requirements set by the offeror, 'J', and how the offeree, 'K', responded.

- J's Requirements (Offer):

1. **Mode:** Send a letter.
2. **Time:** Within two weeks.

- K's Actions (Acceptance):

1. **Telephonic Acceptance:** This was done within two days (timely), but it was not in the specified mode (letter).
2. **Letter of Confirmation:** This was in the specified mode (letter), but it was sent after one month, which is outside the specified time limit of two weeks.

- **Conclusion:** K failed to satisfy both conditions simultaneously. She did not provide acceptance in the prescribed mode within the prescribed time. The telephonic acceptance was in the wrong mode, and the letter was too late. Therefore, no valid acceptance was made, and 'J' is not bound.

Step 4: Final Answer

Option (B) provides the correct and complete reason. It correctly points out both flaws in K's acceptance: the telephonic acceptance was not in the specified mode, and the letter was not within the specified time.

Quick Tip

In contract law, the offeror is the master of the offer. They can dictate the terms of acceptance, including the time, place, and manner. The offeree must comply with these terms for a valid contract to be formed.

77. LEGAL PRINCIPLE: A power conferred by a statute cannot be withdrawn by a subordinate legislation. **FACTUAL SITUATION :** The Cinematograph Act conferred powers upon the District Magistrate (DM) to grant license subject to the control of the government. The government framed Rules under the said Act. The effect of these Rules was that the licensing power stood transferred to the Government itself and the District Magistrate was rendered powerless. Whether such Rules are valid ? **DECISION :**

(A) The licensing power was granted by the Cinematograph Act. Any withdrawal of transfer thereof was possible only through an Amending Act and not by any Rules made under the Parent Act.

(B) Although the legislature has conferred power upon the DM to grant license but the government being the implementing agency might find it unfeasible. Therefore, the government rightly withdrew it from the DM.

- (C) The Rules are valid since these are framed under the Parent Act in order to better implement it.
- (D) The Rules are valid since the DM under the Parent Act was not independent but subject to the control of Government.

Correct Answer: (A) The licensing power was granted by the Cinematograph Act. Any withdrawal of transfer thereof was possible only through an Amending Act and not by any Rules made under the Parent Act.

Solution:

Step 1: Understanding the Question:

The question concerns the legal hierarchy between a statute (an Act of the legislature) and subordinate legislation (Rules made by the executive/government). We need to determine if Rules can override a provision of the Act under which they are made.

Step 2: Key Concept - Hierarchy of Legislation:

The legal principle establishes a fundamental rule of administrative law: A statute (Parent Act) is the supreme legislation enacted by the legislature. Subordinate legislation (like rules, regulations, by-laws) is made by the executive under the authority of the Parent Act. This subordinate legislation is valid only if it is consistent with the Parent Act. It cannot contradict or nullify the provisions of the Act itself.

Step 3: Detailed Explanation:

Let's apply this concept to the facts:

- **Parent Act (The Cinematograph Act):** The legislature, through this Act, explicitly conferred the power to grant licenses on the District Magistrate (DM).
- **Subordinate Legislation (The Rules):** The government, through these Rules, took away the power from the DM and transferred it to itself.
- **Analysis:** The Rules are in direct conflict with the Parent Act. The Act says "Power is with the DM," while the Rules say "Power is with the Government." By withdrawing the power conferred by the statute, the Rules have effectively amended or repealed a part of the Act. This is beyond the scope of the rule-making power. Such a fundamental change can only be made by the legislature itself by passing an amending Act.

Step 4: Final Answer

The Rules are invalid because they are 'ultra vires' (beyond the powers of) the Parent Act. Option (A) correctly explains that a power granted by an Act can only be withdrawn or transferred by amending the Act itself, not by subordinate rules. Options (B), (C), and (D) provide incorrect justifications that ignore the supremacy of the Parent Act.

Quick Tip

Remember the maxim 'delegatus non potest delegare' (a delegate cannot further delegate) and the principle that subordinate legislation cannot override the parent statute. Rules are meant to supplement the Act, not to supplant it.

78. LEGAL PRINCIPLE : Clause (1) of Article 15 of the Constitution of India prohibits the State from discriminating between citizens on the ground only of religion, race, caste, sex, place of birth or any of them. **FACTUAL SITUATION :** The admission Rules of an Engineering College located in XYZ State of India provided that no capitation fee shall be charged from the residents of the XYZ state but non-residents shall be required to pay capitation fee. Whether the Rules are violative of Article 15 (1) of the Constitution ? **DECISION:**

- (A) Yes, because the Article 15 (1) prohibits discrimination between citizens on the ground only of religion, race, caste, sex, place of birth or any of them.
(B) Yes, because the Article 15 (1) prohibits discrimination on the basis of place of birth which impliedly includes place of residence.
(C) Yes, because Article 15 (1) prohibits discrimination between citizens on the ground only of religion, race, caste, sex, place of birth and the provision suffers from *causis omissis* and "place of residence" is inadvertently omitted.
(D) No, because Article 15 (1) does not prohibit discrimination based on the place of residence.

Correct Answer: (D) No, because Article 15 (1) does not prohibit discrimination based on the place of residence.

Solution:

Step 1: Understanding the Question:

The question asks whether a rule that differentiates between residents and non-residents for the purpose of charging a capitation fee violates Article 15(1) of the Constitution, based on the provided legal principle.

Step 2: Key Concept - Scope of Article 15(1):

The legal principle states that Article 15(1) prohibits discrimination "on the ground **only** of religion, race, caste, sex, place of birth or any of them." The word "only" is crucial. It means that discrimination is prohibited only if it is based solely on one or more of these specific grounds. If the discrimination is based on any other ground, it falls outside the scope of Article 15(1).

Step 3: Detailed Explanation:

- The factual situation describes discrimination based on 'residence'. The college charges a fee from non-residents but not from residents of the state.
- We must check if 'residence' is one of the prohibited grounds listed in the principle. The prohibited grounds are religion, race, caste, sex, and place of birth.
- 'Place of residence' is a different concept from 'place of birth'. A person can be born in one

state but reside in another.

- Since 'place of residence' is not included in the list of prohibited grounds in Article 15(1), discrimination based on this ground is not prohibited by this specific clause.

Step 4: Final Answer

The rules are not violative of Article 15(1) because the discrimination is on the ground of residence, which is not a prohibited ground under this article. Option (D) correctly states this reasoning.

Quick Tip

In constitutional law questions, pay close attention to the exact wording of the articles. Words like "only", "reasonable", and "procedure established by law" have very specific meanings and are often the key to solving the problem. The distinction between 'place of birth' and 'place of residence' is a classic concept tested in these exams.

79. LEGAL PRINCIPLE: In the employer employee relationship, the employer is held liable for all the wrongs committed by his employees in the course of employment. **FACTUAL SITUATION :** David was employed as a Driver in ABC & Co over the past 15 years and has been appreciated by the General Manager for his hard work and sincerity. He has been rewarded by the company for his accident free record. David's younger brother wanted to join the same company as a driver. He obtained a Learner's Licence, joined a Driving School and was learning driving during the last three months. He was on the verge of completion of the training and wanted to have more practice before the driving test. He requested his brother David for using the Company's car for two days. David allowed him to use the office car for the practice. While he was practising driving, a truck came from the wrong side, hit the company's car driven by David's brother, which in turn hit a pedestrian and injured him. The pedestrian sues the company for damages. **DECISION :**

- (A) The Company is not liable as it was driven by his David's brother.
- (B) The Company is liable as David allowed his brother to drive the car.
- (C) David's brother is personally liable.
- (D) The Company can shift the responsibility on to the truck driver.

Correct Answer: (B) The Company is liable as David allowed his brother to drive the car.

Solution:

Step 1: Understanding the Question:

The question asks about the vicarious liability of an employer (ABC & Co) for an accident caused by the brother of an employee (David), who was driving the company car with the employee's permission.

Step 2: Key Concept - Vicarious Liability and "Course of Employment":

The principle holds an employer liable for the wrongful acts of their employee, provided the act is done "in the course of employment." This phrase is interpreted broadly. It includes not only the acts that the employee is authorized to do but also unauthorized ways of doing those acts.

Step 3: Detailed Explanation:

- David was employed as a driver. He had custody and control of the company car as part of his employment.
- His duty was to drive and take care of the car.
- Instead of performing this duty himself, he delegated it to his brother, who was an unauthorized and unlicensed (learner's license) person.
- This act of allowing an unauthorized person to drive the car was a wrongful and negligent act on David's part.
- This wrongful act was not a personal act disconnected from his job; it was an improper way of performing his duties related to the company car. Therefore, David's negligence occurred "in the course of his employment."
- Since David, the employee, committed a wrongful act in the course of his employment which led to the injury, his employer, ABC & Co, is vicariously liable for the damages.

Step 4: Final Answer

The Company is liable because its employee, David, was negligent in his duty by allowing his brother to drive. This negligent act was within the course of his employment. Option (B) correctly identifies David's act as the basis for the company's liability. While David's brother and the truck driver might also be liable (Options C and D), the question is about the company's liability, which is established through David's actions.

Quick Tip

Vicarious liability can arise even when an employee delegates their duty to a stranger. The employee's wrongful act is the unauthorized delegation itself, and if this is done in the course of employment, the employer will be held liable for the consequences.

80. LEGAL PRINCIPLE : No person shall be deprived of his life or personal liberty except according to procedure established by law and Civil Courts have coercive powers to compel attendance of witness only within its local territory. **FACTUAL SITUATION:** Puchu, a resident of Faridabad was summoned by the Delhi High Court as a witness in a civil case regarding wrongful possession of immovable property filed by Amu against Kichu. He refused to appear before the court due to his office job. He was prosecuted by the court. Is he liable ? **DECISION:**

- (A) He is not liable because he is not the resident of Delhi.
- (B) He is not liable because he has fundamental right under Article 21 of personal liberty.
- (C) He is liable because he is called as a witness in a civil trial and it is a procedure established by law.

(D) He is not liable because he has no interest in the suit property.

Correct Answer: (A) He is not liable because he is not the resident of Delhi.

Solution:

Step 1: Understanding the Question:

The question requires us to determine if Puchu is liable for refusing to appear as a witness before the Delhi High Court, based on the principle provided, which limits the court's power to its "local territory."

Step 2: Key Concept - Territorial Jurisdiction to Summon a Witness:

The second part of the legal principle is decisive: "Civil Courts have coercive powers to compel attendance of witness **only within its local territory**." This establishes a strict territorial limit on the court's power.

Step 3: Detailed Explanation:

- The court that issued the summons is the Delhi High Court. Its primary local territory is Delhi.
- The witness, Puchu, is a resident of Faridabad. Faridabad is in the state of Haryana, which is geographically outside the local territory of Delhi.
- According to a strict application of the given legal principle, the Delhi court's coercive power does not extend to Puchu in Faridabad.
- Therefore, the summons itself is not legally enforceable against Puchu under the given principle, and his refusal to appear does not make him liable for prosecution. His reason for not appearing (office job) or his interest in the property (or lack thereof) is irrelevant.

Step 4: Final Answer

Puchu is not liable because he resides outside the local territory of the court that summoned him. The principle explicitly limits the court's power to its own territory. Option (A) directly reflects this reasoning. Note: In reality, the Civil Procedure Code has specific rules for summoning witnesses outside a court's jurisdiction, but we must strictly follow the principle given in the question.

Quick Tip

Legal reasoning questions often provide a simplified or specific version of a legal rule. Your task is to apply that given rule precisely as stated, even if you know the actual law is more complex. Focus only on the elements mentioned in the principle.

81. LEGAL PRINCIPLE: Article 19 (1) (g) of the Constitution of India guarantees to all citizens the right to practice any profession, or to carry on any trade, occupation and business but Article 19 (6) empowers the State to impose reasonable

restrictions on this right in the interest of public. **FACTUAL SITUATION:** Having experienced acute shortage of labor for agricultural purpose due to engagement of agricultural laborer in manufacture of Bidis, the State Government enacted a law to prohibit such engagement of agricultural labor in the manufacture of Bidis. **Whether the law violates the constitutional Provisions ? DECISION :**

(A) No, because the law is a reasonable restriction in the interest of public. If laborers would not be available for agricultural purposes there can be shortage of food grains and wastage of crops.

(B) No, because Bidis are harmful for health of people so any law preventing people from engaging in manufacture of Bidis is in the interest of public.

(C) Yes, because the law imposes an unreasonable restriction as it indirectly makes the two sectors (manufacture of Bidis and agriculture) alternative options for the laborers where as some people would like to work in both of these.

(D) Yes, because the objects ought to be achieved by this law is to keep sufficient labor supply for agricultural purpose, which could have been easily achieved by restraining the employment of agricultural labor in Bidi manufacturing during the agricultural season only. Absolute restriction amounts to withdrawal of the right. Hence, the law is unconstitutional.

Correct Answer: (D) Yes, because the objects ought to be achieved by this law is to keep sufficient labor supply for agricultural purpose, which could have been easily achieved by restraining the employment of agricultural labor in Bidi manufacturing during the agricultural season only. Absolute restriction amounts to withdrawal of the right. Hence, the law is unconstitutional.

Solution:

Step 1: Understanding the Question:

The question asks whether a complete prohibition on agricultural laborers working in Bidi manufacturing is a "reasonable restriction" under Article 19(6) of the Constitution.

Step 2: Key Concept - Test of Reasonableness:

A restriction on a fundamental right is "reasonable" only if it is proportionate to the objective it seeks to achieve. It should not be excessive or arbitrary. An absolute ban when a lesser restriction could achieve the same objective is generally considered unreasonable.

Step 3: Detailed Explanation:

- **The Right:** The agricultural laborers have a right under Article 19(1)(g) to carry on the occupation of Bidi manufacturing.

- **The Restriction:** The state law imposes a complete prohibition (an absolute restriction) on this activity for these laborers.

- **The Objective:** The state's objective is to ensure there is no shortage of labor for agriculture. This is a valid public interest.

- **The Proportionality Test:** Is the complete ban necessary to achieve the objective? The labor shortage for agriculture is likely seasonal. A complete, year-round ban is excessive. The state's objective could be achieved through a less invasive measure, such as prohibiting Bidi

manufacturing work only during the peak agricultural season.

- **Conclusion:** Because the law imposes an absolute ban where a partial, seasonal restriction would have sufficed, the restriction is disproportionate and excessive. It amounts to a complete withdrawal of the right, not a reasonable restriction. Therefore, the law is unconstitutional.

Step 4: Final Answer

The law is unconstitutional because the restriction is unreasonable. Option (D) provides the best analysis, pointing out that the absolute restriction is excessive and that a lesser measure (seasonal restriction) could have achieved the state's objective.

Quick Tip

When evaluating "reasonable restrictions," always look for proportionality. Ask yourself: Is the government using a sledgehammer to crack a nut? If a less restrictive alternative exists that would also achieve the public goal, the restriction is likely unreasonable.

82. LEGAL PRINCIPLE : When a person unlawfully intervenes in the chattel of another person by which the latter is deprived of its use, the former commits the tort of conversion. And nobody shall enrich himself at other's cost. **FACTUAL SITUATION:** X, a patient suffering from fibroids in her uterus approached KLM Medical Institute. X was suggested to undergo surgery to remove the fibroids from her uterus. The operation was successfully performed and X was discharged after few days. One of the researchers of the KLM Institute discovered some rare and unique cells in the fibroids of X and using these cells, the laboratory of KLM developed some life-saving drugs and earned twenty crore rupees from a leading international pharma company. When X came to know about it she claimed five crore from the Institute. **DECISION :**

- (A) KLM institute need not share its income with X because X was far from being deprived of the use of her fibroids and was actually benefitted by its removal.
- (B) KLM institute need not share its income with X because the medical institute instead of destroying the waste fibroids of X conducted research on its own and invented new life-saving drugs.
- (C) KLM institute must share its income with X because KLM could not have achieved its success without the fibroids of X.
- (D) KLM institute must share its income with X on moral grounds.

Correct Answer: (B) KLM institute need not share its income with X because the medical institute instead of destroying the waste fibroids of X conducted research on its own and invented new life-saving drugs.

Solution:

Step 1: Understanding the Question:

The question asks if the KLM Institute is legally obligated to share its profits with patient X, applying the principles of the tort of conversion and unjust enrichment.

Step 2: Detailed Explanation:

Let's analyze the situation against the two legal principles provided.

1. **Tort of Conversion:** The principle states that conversion occurs when a person unlawfully intervenes in another's chattel, depriving the owner of its use. Here, X was not deprived of the use of her fibroids; she wanted them removed because they were harmful. She consented to the removal, effectively abandoning them as medical waste. Therefore, the tort of conversion is not applicable. Option (A) correctly points this out.

2. **Unjust Enrichment ("at other's cost"):** The principle states that nobody shall enrich himself at another's cost. Did KLM enrich itself at X's cost? The fibroids, once removed, were waste material with no value to X. The immense value (twenty crore rupees) was not inherent in the fibroids but was created by the intellectual effort, skill, research, and investment of the KLM Institute. The enrichment came from the institute's own innovation, not at the expense of X.

Step 3: Final Answer

The institute is not legally required to share its income. There was no conversion, and the enrichment was not at X's cost but due to the institute's own efforts on what was essentially abandoned biological material. Option (B) provides the most accurate legal reasoning: the value was created by the institute's own research on waste material. While option (A) is also correct about the lack of deprivation, option (B) better addresses the source of the enrichment.

Quick Tip

In cases involving intellectual creation, distinguish between the raw material and the value added by skill and labor. The doctrine of unjust enrichment usually applies when one person's existing asset or money is unfairly taken by another, not when value is created from scratch using discarded material.

83. LEGAL PRINCIPLE : A judgment which binds only the parties to a suit in which the judgment was passed is called judgment in personam; whereas a judgment which binds all people irrespective of whether they were party to suit or not is known as judgment in rem. **FACTUAL SITUATION :** Comment on the correctness of this statement: "Judgment of a competent court determining contractual obligations of the parties to a contract is an example of judgment in personam; but a judgment of a competent court declaring a party to be insolvent is an example of judgment in rem." **DECISION :**

(A) The statement is incorrect because a judgment relating to contract is a judgment in rem as it binds both the parties to the suit as well as the strangers. But a judgment relating to insolvency applies only to the person who has been adjudged to be an insolvent; hence it is a

judgment in personam.

(B) The Statement is wrong as both the judgments are judgments in rem as both bind not only the parties to the suit but also others.

(C) The Statement is wrong as both the judgments are judgments in personam as both the judgments bind not only the parties to the suit but not the others.

(D) The statement is correct.

Correct Answer: (D) The statement is correct.

Solution:

Step 1: Understanding the Question:

The question asks us to evaluate the correctness of a statement that classifies two types of court judgments—one concerning contracts and the other concerning insolvency—using the definitions of ‘judgment in personam’ and ‘judgment in rem’.

Step 2: Key Concepts - Judgment ‘in personam’ vs. ‘in rem’:

- **Judgment in personam:** Binds only the parties involved in the lawsuit. It is about personal rights and obligations.

- **Judgment in rem:** Binds the whole world. It is about the status of a person or a thing.

Step 3: Detailed Explanation:

Let’s analyze both parts of the statement.

- **Part 1: Contractual Obligations:** A judgment in a contract dispute (e.g., A sues B for breach of contract) determines the rights and liabilities only between A and B. It does not legally bind any third party, C. This perfectly fits the definition of a ‘judgment in personam’. So, this part of the statement is correct.

- **Part 2: Declaration of Insolvency:** When a court declares a person insolvent, it changes that person’s legal status. This new status is a matter of public record and is binding on everyone, not just the creditor who initiated the proceedings. All other creditors, potential business partners, and the public at large are bound by this declaration. This perfectly fits the definition of a ‘judgment in rem’. So, this part of the statement is also correct.

Step 4: Final Answer

Since both parts of the statement correctly apply the legal principles, the entire statement is correct.

Quick Tip

To easily differentiate, remember: ‘in personam’ is about a ‘personal’ dispute (like debt), while ‘in rem’ is about a ‘status’ that affects everyone (like marital status, insolvency, or title to property).

84. LEGAL PRINCIPLE: According to Article 20 (1) of the Constitution, no person shall be convicted of any offence except for violation of the law in force at the time of the commission of the act charged as an offence, nor be subjected to a penalty greater than that which might have been inflicted under the law in force at the time of the commission of the offence. **FACTUAL SITUATION :** 'P' was charged with an offence punishable with imprisonment for a term of one year. The Magistrate convicted him and awarded him a punishment of one year imprisonment. While 'P' was undergoing the sentence, the law under which 'P' was convicted came to be amended and the punishment for the offence of which 'P' was convicted was reduced to six months. The defense filed an application to the Magistrate for review of sentence and to commute it to six months. Can the application be allowed ? **DECISION :**

- (A) No, because penal laws only have prospective application.
- (B) No, because a penal statute cannot be given retrospective effect.
- (C) No, since at the time of coming into force of the amended law, 'P' was already suffering the sentence and had not completed the full term. Hence, his case should not be dealt under the new law.
- (D) Yes, because retrospective application of criminal law if it is beneficial to the accused is not against Article 20 (1) of the Constitution.

Correct Answer: (D) Yes, because retrospective application of criminal law if it is beneficial to the accused is not against Article 20 (1) of the Constitution.

Solution:

Step 1: Understanding the Question:

The question is whether a convict can get the benefit of a reduction in sentence that was enacted after his conviction, based on the principle of Article 20(1) (protection against ex-post facto laws).

Step 2: Key Concept - Scope of Protection under Article 20(1):

The principle prohibits two things:

1. Conviction for an act that was not an offence at the time it was committed.
2. Imposing a penalty that is **greater than** what was prescribed at the time the offence was committed.

The protection is against detrimental or harsher retrospective laws. It does not prohibit beneficial retrospective laws.

Step 3: Detailed Explanation:

- P was sentenced to one year under the old law.
- The new law reduces the sentence for the same offence to six months.
- Applying the new, reduced sentence to P would be beneficial to him.
- The principle under Article 20(1) only forbids a "penalty greater than" the one in force at the time of the offence. It is a shield for the accused, not a sword for the state.
- There is no constitutional bar on giving a convict the benefit of a subsequent law that reduces

the penalty. It is a well-accepted principle of criminal jurisprudence that beneficial legislation should be applied retrospectively.

Step 4: Final Answer

The application can be allowed. Applying the reduced sentence is beneficial to the accused and is not prohibited by Article 20(1). The prohibition is only against increasing the penalty retrospectively. Option (D) provides the correct legal reasoning.

Quick Tip

Remember that Article 20(1) is a fundamental right that protects individuals from the state's power to punish retrospectively. This protection is only against harsher punishment. The constitution does not forbid the state from being more lenient retrospectively.

85. LEGAL PRINCIPLE: The acceptance must be absolute and unqualified, leaving no ground for doubt or uncertainty. If the acceptance is conditional, no valid contract is formed, and the offer can be withdrawn at any moment till the absolute acceptance has taken place within reasonable time of such offer. **FACTUAL SITUATION:** Delhi Government conducted an auction for the sale of license of wine shop. X offered the highest bid which was provisionally accepted "...subject to the confirmation of Chief Commissioner who may reject any bid without assigning any reasons." Since X failed to deposit the required amount, Chief Commissioner rejected the bid. The government held X liable for the difference between the bid offered by him and the highest bid accepted in re-auction, and commenced proceedings for the recovery of the sum. It was contended on behalf of the government of Delhi that X was under a legal obligation to pay the difference as it was due to his default that a resale of the excise shop was ordered and hence X was liable for the deficiency in price and all expenses of such resale which was caused by his default. Decide, giving reason, whether X is liable to make payment to the Delhi Government.

- (A) No, X is not liable to make payment as the shop was sold to the highest bidder.
- (B) X is liable to pay because the Government of Delhi has to conduct re-auction and also suffered loss in the sale of the shop.
- (C) X is liable because his bid was accepted but he failed to deposit the required amount on time.
- (D) No, contract for sale was not complete till the bid was confirmed by the Chief Commissioner and till such confirmation: the bidder was entitled to withdraw the bid.

Correct Answer: (D) No, contract for sale was not complete till the bid was confirmed by the Chief Commissioner and till such confirmation: the bidder was entitled to withdraw the bid.

Solution:

Step 1: Understanding the Question:

The core issue is whether a legally binding contract was formed when X's bid was "provisionally accepted subject to confirmation." If no contract was formed, X cannot be held liable for breach.

Step 2: Key Concept - Conditional Acceptance:

The legal principle states that acceptance must be "absolute and unqualified." If it is "conditional," no valid contract is formed. A conditional acceptance is essentially a counter-offer, and there is no concluded contract until the condition is fulfilled.

Step 3: Detailed Explanation:

- X made an offer by placing the highest bid.
- The government's response was a "provisional acceptance." More importantly, it was explicitly "subject to the confirmation of Chief Commissioner."
- This makes the acceptance conditional, not absolute and unqualified.
- According to the legal principle, since the acceptance was conditional, "no valid contract is formed."
- A contract would only have been formed if and when the Chief Commissioner gave his absolute and final confirmation. Until that point, either party could withdraw. X could withdraw his bid, and the Chief Commissioner could reject it.
- Since no contract existed, X's failure to deposit the amount was not a breach of contract. Therefore, he cannot be held liable for the losses incurred by the government in a re-auction.

Step 4: Final Answer

X is not liable because no completed contract existed. The acceptance was conditional, and the contract was contingent on the final confirmation, which never happened. Option (D) accurately explains this legal position.

Quick Tip

In contract law, always look for the moment of a "meeting of the minds" ('consensus ad idem') with an absolute acceptance. Phrases like "subject to," "provisional," or "contingent upon" are red flags indicating that the acceptance is conditional and a binding contract has not yet been formed.

86. LEGAL PRINCIPLE: Employers/Principles are vicariously liable, under the respondent superior doctrine, for negligent acts or omissions by their employees/agents in the course of employment/agency. A servant/agent may be defined as any person employed by another to do work for him on the terms that he, the servant/agent, is to be subject to the control and directions of his employer/principle in respect of the manner in which his work is to be done.

FACTUAL SITUATION: A motor car was owned by and registered and insured in the name of A (wife) but was regarded by her and her husband (B) as "our car." B used it to go to work, and A for shopping at the weekends. B told A that if ever

he was drunk and unfit to drive through, he would get a sober friend to drive him or else telephone her to come and fetch him. On the day in question the husband telephoned the wife after work and told her that he was going out with friends. He visited a number of public houses and had drinks. At some stage, he realized that he was unable to drive safely and asked a friend, C, to drive. C drove them to other public houses. After the last had been visited C offered the three friends (X, Y and Z) a lift and they got in, together with B who was in a soporific condition. C then proceeded, at his own suggestion, to drive in a direction away from the B's home to have a meal, On the way, due to C's negligent driving, an accident occurred in which both B and C were killed and the other friends got injured. X, Y and Z brought an action against the wife both in her personal capacity and as administratrix of the husband's estate. Decide whether A is liable.

DECISION :

(A) Yes, she was vicariously liable for the negligent driving of C as the principle of vicarious liability was to put responsibility on to the person, namely, in the case of a motor car, the owner, who ought in justice to bear it, and that in the case of a "family car" the owner was responsible for the use of it by the other spouse.

(B) No, C had not been the wife's agent in driving the husband about as he had been doing at the time of the accident. To fix vicarious liability on the owner of a motor car in a case such as the present, it must be shown that the driver was using it for the owner's purposes under delegation of a task or duty.

(C) No, because this is a case of *volenti non fit injuria* as X, Y and Z voluntarily took the lift knowing that C was also drunk.

(D) No, because C was not employed by A to drive her husband back to the home on the day of accident.

Correct Answer: (B) No, C had not been the wife's agent in driving the husband about as he had been doing at the time of the accident. To fix vicarious liability on the owner of a motor car in a case such as the present, it must be shown that the driver was using it for the owner's purposes under delegation of a task or duty.

Solution:

Step 1: Understanding the Question:

The question asks whether A, the owner of the car, is vicariously liable for the negligent driving of C, a friend of her husband B.

Step 2: Key Concept - Vicarious Liability and "Course of Agency":

The legal principle states that a principal (A) is liable for the negligent acts of her agent (C) if the acts are committed in the course of the agency. For liability to be established, two conditions must be met: 1. C must be acting as A's agent.

2. The negligent act must have occurred while C was performing a task for A's purpose.

Step 3: Detailed Explanation:

- **Establishment of Agency:** A's husband, B, had her authority to use the car. He also had

her authority to delegate the task of driving to a friend if he was drunk, for the purpose of getting home safely. When B asked C to drive, C arguably became a sub-agent for A for this specific purpose.

- **Course of Agency:** The crucial point is whether C was acting for the owner's purpose at the time of the accident. The owner's purpose, delegated through B, was to get B home safely. The facts state that C, at his own suggestion, proceeded to drive "in a direction away from the B's home to have a meal".

- **Deviation from Purpose:** This act of driving away for a meal was a complete deviation from the purpose for which the agency was created. It was a "frolic of his own" by C. At that moment, C was no longer using the car for A's purposes but for his own and his friends' purposes.

- **Conclusion:** Since the negligent driving occurred when C was not acting for the owner's purpose, the act was outside the course of agency. Therefore, the owner A is not vicariously liable.

Step 4: Final Answer

Option (B) provides the most accurate legal reasoning. It correctly identifies that for vicarious liability to apply, the driver must be using the car for the owner's purposes. C's deviation to get a meal took his actions outside the scope of any potential agency relationship with A.

Quick Tip

In vicarious liability cases, always check if the employee/agent was on a "frolic of their own." If the person deviates from the authorized task for a personal purpose, the connection to the employer/principal is broken, and vicarious liability ends.

87. LEGAL PRINCIPLE : 1. Battery is the intentional causation of harmful or offensive contact with another's person without that person's consent. 2. When lawfully exercising power of arrest or some other statutory power a police officer had greater rights than an ordinary citizen to restrain another.

FACTUAL SITUATION: Two police officers on duty in a police car observed two women in the street who appeared to be soliciting for the purpose of prostitution. One of the women was known to the police as a prostitute but the other, X, was not a known prostitute. When the police officers requested X to get into the car for questioning she refused to do so and instead walked away from the car. One of the officers, a policewoman, got out of the car and followed X in order to question her regarding her identity and conduct and to caution her, if she was suspected of being a prostitute, in accordance with the approved police procedure for administering cautions for suspicious behavior before charging a woman with being a prostitute. X refused to speak to the policewoman and walked away, whereupon the policewoman took hold of X's arm to detain her. X then swore at the policewoman and scratched the officer's arm with her fingernails. X was convicted of assaulting a police officer in the execution of her duty. She appealed against the conviction, contending that when the assault occurred the officer was not exercis-

ing her power of arrest and was acting beyond the scope of her duty in detaining X by taking hold of her arm. The police contended that the officer was acting in the execution of her duty when the assault occurred because the officer had good cause to detain X for the purpose of questioning her to see whether a caution for suspicious behavior should be administered. Decide whether the police officer is liable for battery.

DECISION:

- (A) X is liable for trespass on the person of a police officer while performing her official duty.
- (B) The policewoman had not been exercising her power of arrest when she detained X, and since in taking hold of the appellant's arm to detain her the policewoman's conduct went beyond acceptable lawful physical contact between two citizens, hence the officer's act constituted a battery on X and that she had not been acting in the execution of her duty when the assault occurred.
- (C) The fact that the reason the police officer detained X was to caution her regarding her suspicious behaviour render the officer's conduct lawful if in detaining her she used a degree of physical contact that went beyond lawful physical contact as between two ordinary citizens.
- (D) The police officer was on duty and performing her duty in the regular course of the work so is not liable for battery.

Correct Answer: (B) The policewoman had not been exercising her power of arrest when she detained X, and since in taking hold of the appellant's arm to detain her the policewoman's conduct went beyond acceptable lawful physical contact between two citizens, hence the officer's act constituted a battery on X and that she had not been acting in the execution of her duty when the assault occurred.

Solution:

Step 1: Understanding the Question:

The question asks whether the policewoman's act of taking hold of X's arm constituted battery. This depends on whether she was lawfully exercising a power that justified such physical contact.

Step 2: Key Concepts - Battery and Lawful Justification:

- **Battery (Principle 1):** The officer's act of taking X's arm was intentional physical contact without consent. Prima facie, this is a battery.
- **Lawful Justification (Principle 2):** The battery would not be unlawful if the officer was exercising a "power of arrest or some other statutory power" that permitted the physical restraint.

Step 3: Detailed Explanation:

- The facts explicitly mention that X's contention was that "the officer was not exercising her power of arrest". The scenario describes an attempt to question and caution, not arrest.
- The core of the issue is whether the "approved police procedure for administering cautions" grants a statutory power to physically detain a person who is not under arrest. The principle requires a "power of arrest or some other statutory power". Merely following a procedure does not automatically grant a legal power to use force.
- Without a specific legal power to detain for questioning, the policewoman's rights were no

greater than those of an ordinary citizen. An ordinary citizen cannot physically restrain another person just to ask them questions.

- Therefore, when the policewoman took X's arm, she went beyond the bounds of lawful physical contact and her act constituted a battery. As her initial act was unlawful, she was not acting "in the execution of her duty" at that moment.

Step 4: Final Answer

The policewoman is liable for battery. Her action was not justified by a power of arrest or any other statutory power that allowed for physical detention. Option (B) provides a complete and accurate analysis of the situation, correctly concluding that the officer's act was a battery because it was not backed by a lawful power of restraint.

Quick Tip

For an act of physical contact by a police officer to be lawful (and not battery), it must be justified by a specific legal power (e.g., arrest, stop and search). Good intentions or following internal procedures are not sufficient to justify physical restraint without legal authority.

88. LEGAL PRINCIPLE : 1. A careless person becomes liable for his negligence when he owed a duty of care to others. 2. Volenti non fit injuria is defence to negligence.

FACTUAL SITUATION : K was a friend of L and was teaching her to drive. Prior to such an arrangement K had sought assurances from L that appropriate insurance had been purchased in the event of accident. On the third day, L was executing a simple manoeuvre at slow speed when she panicked which resulted in the car crashing into a lamp-post injuring K. L was subsequently convicted of driving without due care and attention. L denied liability to pay compensation to K on the ground of volenti non fit injuria and also that she was just learning to drive and was not in complete control of the vehicle. Decide.

DECISION :

(A) L is liable as the defence of volenti non fit injuria was not applicable. Secondly, that the duty of care owed by a learner driver to the public (including passengers) was to be measured against the same standard that would be applied to any other driver.

(B) L is not liable as K voluntarily accompanied her.

(C) L is not liable as she is just learning to drive and duty of care rests upon the instructor.

(D) L is not liable as a learner driver does not owe a duty of care towards public in general and towards the passenger in specific.

Correct Answer: (A) L is liable as the defence of volenti non fit injuria was not applicable. Secondly, that the duty of care owed by a learner driver to the public (including passengers) was to be measured against the same standard that would be applied to any other driver.

Solution:

Step 1: Understanding the Question:

The question asks whether L, a learner driver, is liable for the injuries caused to her instructor, K, due to her negligent driving. We need to evaluate her liability and the two defences she raised.

Step 2: Analysis of L's Liability and Defences:

1. **Duty and Standard of Care (Principle 1):** As a driver, L owes a duty of care to her passengers, including K. The established legal position is that a learner driver is held to the same standard of care as a reasonably competent and experienced driver. Her inexperience is not a valid defence. Since she crashed due to panic and was convicted of driving without due care, she has breached this duty of care.

2. **Defence of Volenti Non Fit Injuria (Principle 2):** This defence means "to a willing person, injury is not done." For it to apply, the defendant (L) must prove that the claimant (K) knew of the risk and voluntarily agreed to absolve L of all liability for any injury. While K knew there was a risk in teaching a learner, his act of seeking assurance about insurance coverage clearly indicates that he did not consent to waive his right to compensation in case of an accident. He was preparing for the financial consequences of an accident, not agreeing to bear the physical and financial loss himself. Therefore, the defence of volenti non fit injuria is not applicable.

Step 3: Conclusion:

L breached her duty of care, and her defences are not valid. The standard of care is that of a regular driver, and K did not voluntarily assume the legal risk of injury. Therefore, L is liable.

Step 4: Final Answer

Option (A) is the correct answer. It accurately states that L is liable because the defence of volenti non fit injuria fails and because a learner driver is judged by the same standard as any other driver.

Quick Tip

The defence of volenti non fit injuria is very narrow. It requires more than just knowledge of the risk; it requires an agreement (express or implied) to waive any legal claim for injury. In instructor-learner or rescuer scenarios, courts are very reluctant to apply this defence.

89. LEGAL PRINCIPLE : Article 19(1) (d) of the Constitution of India guarantees to all citizens the right to move freely throughout the territory of India. But at the same time, Article 19(5) empowers the State to impose reasonable restrictions on the freedom of movement on the ground of interest of general public.

FACTUAL SITUATION : Wearing of helmet is made compulsory for all two-wheeler riders by a law enacted by the State. The constitutionality of the law is questioned before the High Court on the ground that it violates Article 19(1)(d)

of the petitioner. Will the petitioner succeed ?

DECISION :

(A) Yes, because the restriction is not reasonable and no interest of general public is protected by this law.

(B) No, because the restriction is reasonable as it intends to protect interest of general public by preventing loss of lives of citizen of India.

(C) Yes, because freedom of movement is a fundamental right of every citizen of India and the State cannot take it away by way of legislation but has to amend the Constitution to take away the fundamental rights.

(D) No, because the freedom of movement will not be violated by the impugned legislation.

Correct Answer: (B) No, because the restriction is reasonable as it intends to protect interest of general public by preventing loss of lives of citizen of India.

Solution:

Step 1: Understanding the Question:

The question asks whether a law making helmets compulsory for two-wheeler riders is an unconstitutional violation of the right to free movement under Article 19(1)(d).

Step 2: Key Concept - Reasonable Restrictions in the Interest of General Public:

The principle provides the framework for analysis: there is a fundamental right to movement, but it can be restricted by the state if the restriction is (1) reasonable and (2) in the interest of the general public.

Step 3: Detailed Explanation:

- **The Restriction:** The law does not prohibit movement; it merely regulates the manner in which movement on a two-wheeler can be undertaken, by requiring a safety measure.

- **Interest of General Public:** The primary objective of the law is to prevent fatal and serious head injuries to riders in case of an accident. Public health and safety are paramount components of the "interest of general public." Preventing the loss of citizens' lives is a significant public interest, as it reduces the burden on public health services and prevents social and economic disruption to families and society.

- **Reasonableness:** The restriction is directly related to achieving its objective. A helmet is a scientifically proven safety device. The measure is not excessive or arbitrary; it is a minimal and necessary requirement for the safety of the rider and, by extension, the public. Therefore, the restriction is reasonable.

Step 4: Final Answer

The petitioner will not succeed. The law is a valid exercise of the state's power under Article 19(5). The requirement to wear a helmet is a reasonable restriction imposed in the interest of the general public. Option (B) correctly identifies both the reasonableness of the restriction and the public interest involved in saving lives.

Quick Tip

When analyzing fundamental rights questions, always look for the corresponding "reasonable restrictions" clause (e.g., Article 19(2) to 19(6)). The concept of "public interest" is interpreted very broadly by courts and includes public health, safety, and morality.

90. LEGAL PRINCIPLE: Whoever gives a gratification to any person with the object of inducing him or any other person to exercise any electoral right or of rewarding any person for having exercised any such right commits the offence of bribery.

FACTUAL SITUATION: Mr. Verma, a candidate for elections, decided to visit rural households as part of an election campaign. He visited a household where an elderly man Madhava required an immediate but extremely expensive life-saving medical procedure. Mr. Verma gave money to the family of Madhava for the operation. While leaving, he drew the family's attention towards his party's symbol in light of the upcoming elections. Has Mr. Verma committed the offence of bribery?

- (A) Yes, he has committed the offence of bribery
- (B) No, he has not committed the offence of bribery. His intentions were noble
- (C) No, as doing public good outweighs criminal intentions
- (D) None of the above

Correct Answer: (B) No, he has not committed the offence of bribery. His intentions were noble

Solution:

Step 1: Understanding the Question:

The question asks us to determine if Mr. Verma's act of giving money for a medical emergency and then mentioning his party's symbol constitutes the offence of bribery, based on the legal principle provided.

Step 2: Key Concept - The "Object" of the Gratification:

The legal principle is very specific. The offence of bribery is committed only if the "object" of giving the gratification (the money) is to induce a person to exercise an electoral right. The intention ('mens rea') behind the act is the most crucial element.

Step 3: Detailed Explanation:

- The factual situation presents a mix of motives. On one hand, Mr. Verma gave money for an "immediate but extremely expensive life-saving medical procedure." This suggests a primary humanitarian or charitable motive.
- On the other hand, after giving the money, he mentioned his party's symbol in the context of the upcoming elections. This suggests a political motive.
- To establish bribery, the prosecution must prove that the sole or dominant object of the payment was to influence the vote.

- Given the critical and life-saving nature of the medical help, it can be argued that Mr. Verma's primary intention was noble—to save a life. The subsequent mention of his party symbol could be seen as an act of campaigning separate from the act of giving money, or a secondary hope rather than the main "object" of the gift itself.
- Since a criminal offence requires a guilty mind ('mens rea'), and the dominant intention here appears to be charitable, the essential element of bribery (the object of inducing a vote) is not clearly established.

Step 4: Final Answer

Based on the reasoning that the primary intention was noble and the specific 'mens rea' for bribery is not met, Mr. Verma has not committed the offence. Option (B) correctly captures this line of reasoning.

Quick Tip

In criminal law problems, the 'mens rea' or "guilty mind" is critical. When the facts suggest a mix of motives, identify the dominant or primary intention. An act that is primarily charitable does not become bribery just because the person also hopes for a favorable outcome.

91. LEGAL PRINCIPLE : 1. Negligence is the absence of care on the part of one party which results in some damage to the other Party. 2. Generally, a person is under no duty to control another to prevent his doing damage to a third Party. 3. The foreseeability test basically asks whether the person causing the injury should have reasonably foreseen the general consequences that would result because of his or her conduct. 4. Statutory authority implies that an act is done by a person to fulfil his duty imposed by the State. Statutory authority is a valid defense under the law of torts.

FACTUAL SITUATION : Ten borstal trainees were working on an island in a harbor in the custody and under the control of three officers. During the night, seven of them escaped. It was claimed that at the time of the escape the officers had retired to bed. The seven got on board a yacht, moored off the island and set it in motion. They collided with another yacht, the property of X and damaged it. X sued the Home Office for the damage. Decide whether on the facts pleaded in the statement of claim the Home Office, its servants or agents owed any duty of care to X capable of giving rise to a liability in damages with respect to the detention of persons undergoing sentences of borstal training or with respect to the manner in which such persons were treated, employed, disciplined, controlled or supervised whilst undergoing such sentences.

DECISION :

- (A) The Home Office is not liable as they are performing statutory duty and has immunity from liability in negligence.
- (B) The trainees are liable and not the Home Officers as the injury to X's property could not

be reasonably foreseen by the officers.

(C) The fact that the immediate damage to the property of X was caused by the acts of third persons, the trainees, prevent the existence of a duty on the part of the officers towards X.

(D) The taking by the trainees of the nearby yacht and the causing of damage to the other yacht which belonged to X ought to have been foreseen by the borstal officers as likely to occur if they failed to exercise proper control or supervision; in the particular circumstances, the officers prima facie owed a duty of care to X.

Correct Answer: (D) The taking by the trainees of the nearby yacht and the causing of damage to the other yacht which belonged to X ought to have been foreseen by the borstal officers as likely to occur if they failed to exercise proper control or supervision; in the particular circumstances, the officers prima facie owed a duty of care to X.

Solution:

Step 1: Understanding the Question:

The central issue is whether the Home Office (through its borstal officers) owed a duty of care to yacht owner X to prevent the trainees under their control from escaping and causing damage.

Step 2: Detailed Explanation:

Let's apply the given principles to the facts:

- **Principle 2 vs. Special Relationship:** Principle 2 states there is generally no duty to control a third party. However, this general rule has exceptions where a special relationship of control exists, such as between prison authorities and inmates. Here, the borstal officers had custody and control over the trainees.

- **Principle 3 (Foreseeability Test):** This is the key principle. Did the officers owe a duty of care to X? This depends on whether it was reasonably foreseeable that their negligence (failing to supervise the trainees by going to bed) would lead to this kind of damage. The trainees were on an island in a harbor filled with yachts. It is highly foreseeable that if they escaped, they might try to steal a boat and could cause damage to other property in the process.

- Analysis of Options:

- (A) is incorrect. The defence of statutory authority protects acts mandated by law, not negligence in carrying out those duties.

- (B) is incorrect. As explained above, the damage was reasonably foreseeable.

- (C) is incorrect. While the damage was caused by a third party (the trainees), the very basis of the claim is that the officers had a duty to prevent these third parties from causing harm. The act of the third party does not break the chain of causation when it is the foreseeable outcome of the defendant's negligence.

- (D) is correct. It correctly applies the foreseeability test. The officers' failure to supervise created a foreseeable risk of the trainees escaping and causing damage to nearby property like X's yacht. This foreseeability establishes a prima facie duty of care.

Step 3: Final Answer

The Home Office owed a duty of care to X. The risk of damage was a foreseeable consequence of the officers' failure to exercise proper supervision over the trainees. Therefore, option (D) is the correct decision. This question is based on the landmark case *Dorset Yacht Co Ltd v Home*

Office.

Quick Tip

The general rule of "no duty to control third parties" is often displaced when there is a special relationship of control (e.g., parent-child, institution-inmate). In such cases, the key to establishing a duty of care to an injured person is the reasonable foreseeability of harm if that control is negligently exercised.

92. LEGAL PRINCIPLE : 1. A person is liable for his negligence when he owed a duty of care to others and commits a breach of that duty causing injury thereby.
2. Volenti non fit injuria is defence to negligence.

FACTUAL SITUATION : Anil and his wife, Reena, were in a shop as customers. A skylight in the roof of the shop was broken, owing to the negligence of the contractors engaged in repairing the roof, and a portion of the glass fell and struck Anil causing him a severe shock. Reena, who was standing close to him, was not touched by the falling glass, but, reasonably believing her husband to be in danger, she instinctively clutched his arm, and tried to pull him from the spot. In doing this, she strained her leg in such a way as to bring about a recurrence of thrombosis. Anil and Reena claiming compensation for their injuries which were caused due to the negligence of the shop owners. The shop owners are denying liability on the grounds of volenti non fit injuria. The defence of volenti non fit injuria

- (A) is available in respect of husband
- (B) is available in respect of wife
- (C) is available in respect of both husband and wife
- (D) is not available in respect of both husband and wife

Correct Answer: (D) is not available in respect of both husband and wife

Solution:

Step 1: Understanding the Question:

The question asks whether the defence of volenti non fit injuria (voluntary assumption of risk) is available to the negligent shop owners against the claims of Anil (the husband) and Reena (the wife).

Step 2: Key Concept - Volenti Non Fit Injuria:

For this defence to succeed, the defendant must prove that the claimant:

1. Had full knowledge of the nature and extent of the risk.
2. Voluntarily agreed to incur that risk. This implies a consent to waive legal rights in case of injury.

Step 3: Detailed Explanation:

- **Analysis for Anil (Husband):** Anil was a customer in the shop. By entering the shop, he did not voluntarily agree to the risk of a negligently maintained roof falling on him. A customer is entitled to expect that the premises are reasonably safe. He had no knowledge of the specific risk and certainly did not consent to it. Therefore, the defence is not available against Anil.

- **Analysis for Reena (Wife):** Reena acted as a rescuer. She instinctively tried to pull her husband from danger. The law does not consider the actions of a rescuer, acting in the heat of the moment to save someone from a danger created by the defendant's negligence, as a true voluntary assumption of risk. Her actions were a natural and foreseeable consequence of the initial negligence. Therefore, the defence is not available against Reena.

Step 4: Final Answer

The defence of *volenti non fit injuria* is not available against either Anil or Reena. They did not voluntarily assume the legal risk of the injuries they sustained. Thus, option (D) is the correct answer.

Quick Tip

The defence of *volenti non fit injuria* rarely succeeds in cases involving ordinary activities (like shopping) or rescuers. Courts are reluctant to find that a person consented to another's negligence. The defence generally applies to risks inherent in an activity, like in contact sports.

93. LEGAL PRINCIPLE : 1. An assault is an act which intentionally causes another person to apprehend the infliction of immediate, unlawful force on a person. 2. A battery consists of an intentional application of force to another person without any lawful justification.

FACTUAL SITUATION : Jagan was in his car when he was approached by a police officer who told him to move the vehicle. Jagan did so, reversed his car and rolled it on to the foot of the police officer. The officer forcefully told him to move the car off his foot at the police officer. The officer forcefully told him to move his vehicle and turned the engine off. Jagan was convicted for assaulting a police officer in the execution of duty. Is he liable for battery or assault ?

(A) He is not liable because there cannot be an assault in omitting to act and that driving on to the officer's foot was accidental, meaning that he was lacking *mens rea* when the act causing damage had occurred.

(B) He is not liable because the act neither amount to an attempt nor a threat to commit a battery that amounts to an actionable tort of assault.

(C) Jagan's crime was not the refusal to move the car but that of having driven on the foot of the officer and decided not to cease the act, he has established a continual act of battery.

(D) He is neither liable for assault nor battery as he accidentally drove his car on the police officer's foot.

Correct Answer: (C) Jagan's crime was not the refusal to move the car but that of having driven on the foot of the officer and decided not to cease the act, he has established a continual act of battery.

Solution:

Step 1: Understanding the Question:

The question asks for Jagan's liability in tort (assault or battery) for an incident where his car ended up on a police officer's foot and he failed to move it.

Step 2: Key Concept - Battery as a Continuing Act:

While the initial act of driving onto the foot might have been unintentional, a battery can be committed by a continuing act. If a person accidentally applies force but then, upon realizing it, intentionally continues to apply that force or refuses to remove it, the intention ('mens rea') is formed at that point, and it coincides with the continuing physical act ('actus reus').

Step 3: Detailed Explanation:

- **Initial Act:** Jagan rolled his car onto the officer's foot. We can assume for the sake of argument that this was accidental and lacked the initial intent required for battery.
- **Subsequent Omission:** The officer told Jagan to move the car. At this moment, Jagan became aware that his car was applying force to the officer's foot. By deciding not to move the car, he intentionally allowed the application of force to continue.
- **Formation of Battery:** The moment Jagan formed the intent to keep the car on the foot, his hitherto innocent act became an intentional application of force. The law considers this a "continuing act" of battery. The liability arises not from the initial accident, but from the intentional failure to stop the ongoing application of force.

Step 4: Final Answer

Jagan is liable for battery. The battery was not the initial act of driving onto the foot, but the intentional continuation of that act once he was aware of it. Option (C) perfectly encapsulates this legal principle of a continuing act of battery. This is based on the famous case of *Fagan v Metropolitan Police Commissioner*.

Quick Tip

Remember that 'mens rea' (guilty mind) and 'actus reus' (guilty act) must coincide. In cases of a continuing act, the 'mens rea' can be formed at any point during which the 'actus reus' is still ongoing, thereby completing the offence.

94. LEGAL PRINCIPLE : 1. Vicarious liability is when employers are held liable for the torts of their employees that are committed during the course of employment. 2. A servant is a person subject to the command of his master as to the manner in which he shall do his work. The question of whether a person is an employee depends upon the degree of control which the 'employer' exercises over

the worker.

FACTUAL SITUATION: Raja is a travel agent and possessed certain houses, which had an internal communication throughout, and which were used for the purpose of his business. Ramesh looked after the houses, and lived in them for this purpose, but he was also a clerk in Raja's pay at a set annual salary. He lived in the houses with his wife, a child, and a servant. The case concerned the payment of the inhabited house duty. There was a statutory exemption for premises which were occupied by a "servant" or person occupying the premises "for protection thereof". Raja was claiming the exemption from the liability by claiming that Ramesh was the servant. Decide whether Ramesh was a servant or an independent contractor?

- (A) Ramesh is not a servant as the premises was held purely for trade purposes, and as Ramesh's position was simply that of a caretaker.
- (B) Ramesh earned a salary per annum in his separate role as a clerk and merely enjoyed residence of the building with his family members. Thus, is an employee of the building owner for tax purposes.
- (C) Ramesh is a servant as servant is a person subject to the command of his master as to the manner in which he shall do his work.
- (D) Ramesh is a servant as Raja can control his work of caretaker of the building as well as his job of clerk.

Correct Answer: (C) Ramesh is a servant as servant is a person subject to the command of his master as to the manner in which he shall do his work.

Solution:

Step 1: Understanding the Question:

The question requires us to determine if Ramesh is a "servant" (employee) of Raja, applying the legal principle of the control test.

Step 2: Key Concept - The Control Test:

Principle 2 provides the classic "control test" to distinguish a servant from an independent contractor. The key question is whether the master has the right to command or control the servant not just what work to do, but also how (the manner in which) to do it.

Step 3: Detailed Explanation:

- The facts state that Ramesh has two roles: (1) a clerk on a set annual salary, and (2) a caretaker who looks after and lives in the business premises.
- **Clerk Role:** A clerk is a quintessential example of a servant. An employer like Raja would undoubtedly control the manner in which Ramesh performs his clerical duties (e.g., working hours, tasks, methods).
- **Caretaker Role:** As a caretaker of business premises, Ramesh would also be subject to Raja's control regarding how the houses are to be maintained and looked after.
- Applying the principle, Ramesh is "subject to the command of his master (Raja) as to the manner in which he shall do his work." Both his roles fit this description. Therefore, he is a servant.

Step 4: Final Answer

Ramesh is a servant. Option (C) is the best answer because it directly quotes and applies the definition of a servant given in Legal Principle 2. It correctly identifies that the essence of the relationship is being subject to the master's command as to the manner of work. Option (D) is also correct in its reasoning, but option (C) is superior as it uses the precise language of the provided principle.

Quick Tip

In legal reasoning questions, when an option directly mirrors the language of the legal principle and applies it correctly to the facts, it is often the strongest choice. The control test is the traditional way to determine an employer-employee relationship.

95. LEGAL PRINCIPLE : 1. Negligence is a legal wrong that is suffered by someone at the hands of another who has a duty to take care but fails to take proper care to avoid what a reasonable person would regard as a foreseeable risk. 2. The test of liability requires that the harm must be a reasonably foreseeable result of the defendant's conduct, a relationship of proximity must exist and it must be fair, just and reasonable to impose liability. 3. The claimant must prove that harm would not have occurred, but for' the negligence of the defendant. 4. Duty of care is a legal obligation which is imposed on an individual requiring adherence to a standard of reasonable care while performing any acts that could foreseeably harm others. 5. Conversations between a doctor and patient are generally confidential but there are few exceptions.

FACTUAL SITUATION : KLM, a firm that manufactures electrical equipments, was the target of a takeover by ABS Industries. KLM was not doing well. In March 2019, KLM had issued a profit warning, which had halved its share price. In May 2019, KLM's directors made a preliminary announcement in its annual profits for the year up to March. This confirmed that the position was bad. The share price fell again. At this point, ABS had begun buying up shares in large numbers. In June 2019, the annual accounts, which were done with the help of the accountant Dinesh, were issued to the shareholders, which now included ABS. ABS reached a shareholding of 29.9% of the company, at which point it made a general offer for the remaining shares, as the City Code's rules on takeovers required. But once it had control, ABS found that KLM's accounts were in an even worse state than had been revealed by the directors or the auditors. It sued Dinesh for negligence in preparing the accounts and sought to recover its losses. This was the difference in value between the company as it had and what it would have had if the accounts had been accurate. Which of the following answers is incorrect?

- (A) No duty of care had arisen in relation to existing or potential shareholders. The only duty of care the auditor's owed was to the governance of the firm.
- (B) Dinesh is not liable as it is a case of pure economic loss in the absence of contractual agreements between parties.

(C) There are circumstances where an auditor will owe a duty of care in respect of reports produced. These are conditional that at the time the report is prepared it is known by the auditors that the results are for a specific class and for a specific purpose.

(D) An ability to foresee indirect or economic loss to another person as the result of a defendant's conduct automatically impose on the defendant a duty to take care to avoid that loss.

Correct Answer: (D) An ability to foresee indirect or economic loss to another person as the result of a defendant's conduct automatically impose on the defendant a duty to take care to avoid that loss.

Solution:

Step 1: Understanding the Question:

The question asks us to identify the **incorrect** statement among the given options regarding an auditor's liability for negligence. The case involves an investor (ABS) relying on audited accounts to make a takeover decision and subsequently suffering a pure economic loss. This scenario is famously covered by the case of *Caparo Industries plc v Dickman*.

Step 2: Key Concept - Auditor's Duty of Care for Pure Economic Loss:

The law of negligence, particularly concerning negligent misstatement causing pure economic loss, requires more than just foreseeability of harm. As per Principle 2, there must be:

1. **Reasonable foreseeability** of harm.
2. A relationship of **proximity** between the claimant and the defendant.
3. It must be **fair, just, and reasonable** to impose a duty of care.

Step 3: Evaluating Each Statement:

- **Statement (A):** This statement reflects the decision in *Caparo*. The House of Lords held that an auditor's statutory duty to prepare accounts is owed to the body of shareholders as a whole for the purpose of corporate governance, not to individual shareholders or potential investors for making investment decisions. This statement is legally **correct**.

- **Statement (B):** This statement says Dinesh is not liable due to pure economic loss and lack of contract. While the reasoning is simplified, the conclusion is correct in line with legal precedent. The law is very restrictive in allowing claims for pure economic loss to prevent indeterminate liability. This statement is legally **correct** in its outcome.

- **Statement (C):** This statement describes the exception where a duty of care might be owed. If an auditor knows that a specific report is being prepared for a specific person or class of persons for a specific purpose (and intends them to rely on it), a duty may arise. This is a **correct** statement of the law.

- **Statement (D):** This statement claims that the foreseeability of economic loss **automatically** imposes a duty of care. This is fundamentally **incorrect**. As established in Principle 2 and numerous legal cases, foreseeability is only the first of three requirements. Proximity and the "fair, just, and reasonable" test are also essential. If foreseeability automatically created a duty, it would lead to a flood of litigation and liability in an indeterminate amount for an indeterminate time to an indeterminate class.

Step 4: Final Answer

Since the question asks for the incorrect statement, the answer is (D).

Quick Tip

In negligence questions, especially those involving financial loss, remember that foreseeability of harm is a necessary but not sufficient condition to establish a duty of care. Always look for proximity and whether it is fair, just, and reasonable to impose a duty. The word "automatically" is a major red flag in legal principles.

96. LEGAL PRINCIPLE : Generally, the owner of the property has a duty to maintain his property so as to make it reasonably safe for use. However, the occupier also owes a duty to take such care as is reasonable to see that the visitor is reasonably safe in using the premises for the purposes for which he is invited or permitted by the occupier to be therein.

FACTUAL SITUATION: Sheila is a painter. She went to her friend Ruchi's house for meeting her. Sheila requested to use the bathroom and injured her right hand on a broken water faucet handle. Sheila filed a personal injury action for hand injuries suffered alleging that Ruchi failed to warn her that her bathroom fixtures were cracked and dangerous. Ruchi says she had complained to the landlord about the broken handle so the landlord is liable. Decide whether the Sheila's injury the proximate cause of Ruchi's negligence ?

- (A) A licensee or social guest was obliged to take the premises as he or she found them, and the possessor of the premises owed a duty only to refrain from wanton or wilful injury.
- (B) The landlord is liable as Ruchi had complained to the landlord about the broken handle and it is the duty of the landlord to get the repair work done.
- (C) Ruchi is not liable as the use of toilet is not the purpose for which Sheila was invited or permitted by the occupier to be therein.
- (D) Ruchi owes a duty to warn of a dangerous condition so the guest can take special precautions, like the host would, when they come in contact with it.

Correct Answer: (D) Ruchi owes a duty to warn of a dangerous condition so the guest can take special precautions, like the host would, when they come in contact with it.

Solution:

Step 1: Understanding the Question:

The question asks us to determine the liability of Ruchi, the occupier of the house, for an injury sustained by her social guest, Sheila, due to a known defect on the premises.

Step 2: Key Concept - Occupier's Liability:

The legal principle states that the occupier (Ruchi) owes a duty to a visitor (Sheila) to take reasonable care to ensure the visitor's safety for the purpose of the visit. This duty extends to

warning the visitor about any known hidden dangers.

Step 3: Detailed Explanation:

- Ruchi is the occupier of the house. Sheila is a lawful visitor (a social guest or licensee).
- There was a dangerous condition on the premises: the broken faucet handle.
- Ruchi was aware of this danger, as she had complained to the landlord about it.
- The duty of "reasonable care" for an occupier who knows of a danger includes either removing the danger or, at the very least, warning the visitor about it so they can take precautions.
- Ruchi failed to warn Sheila about the broken handle. This failure to warn is a breach of the duty of care she owed to Sheila.
- Sheila's injury was a direct and proximate result of this breach of duty.
- Ruchi's argument that the landlord is liable is a separate issue between Ruchi and the landlord; it does not absolve Ruchi of her primary duty as an occupier to her guest.

Step 4: Final Answer

Ruchi is liable for negligence because she breached her duty as an occupier to warn her guest of a known danger. Option (D) correctly identifies this duty to warn.

Quick Tip

In occupier's liability, the primary duty rests with the person in control of the premises (the occupier). Even if a third party (like a landlord or contractor) is responsible for a defect, the occupier still has a duty to warn visitors of any known dangers.

97. LEGAL PRINCIPLE : 1. A deceit occurs when a misrepresentation is made with the express intention of defrauding a party, subsequently causing loss to that party. 2. "Misrepresentation" means and includes the positive assertion, in a manner not warranted by the information of the person making it, of that which is not true, though he believes it to be true; any breach of duty which, without an intent to deceive, gains an advantage of the person committing it, or any one claiming under him, by misleading another to his prejudice, or to the prejudice of any one claiming under him; causing, however innocently, a party to an agreement, to make a mistake as to the substance of the thing which is the subject of the agreement.

FACTUAL SITUATION : XY Company in its prospectus stated that the company was permitted to make engines that were powered by electricity, rather than by fuel. In reality, the company did not possess such a right as this had to be approved by the Government Board. Gaining the approval for such a claim from the Board was considered a formality in such circumstances and the claim was put forward in the prospectus with this information in mind. However, the claim of the company for this right was later refused by the Board. The individuals who had purchased a stake in the business, upon reliance on the statement, brought a claim for deceit against the defendant's business. Decide.

(A) The company is liable for false representation as their claims were eventually turned out

to be false.

(B) The company is liable as their false statements have resulted in causing loss to the shareholders.

(C) The company is not liable as the statement in its prospectus was simply incorrect and not fraudulent.

(D) The shareholders should have collected as much information regarding the company as possible before purchasing a stake in it.

Correct Answer: (C) The company is not liable as the statement in its prospectus was simply incorrect and not fraudulent.

Solution:

Step 1: Understanding the Question:

The question asks us to decide on a claim of "deceit" brought against a company for a statement made in its prospectus.

Step 2: Key Concept - Deceit vs. Misrepresentation:

- **Deceit (Principle 1):** This is also known as fraudulent misrepresentation. It requires an "express intention of defrauding." This means the maker of the statement knows it is false or is reckless as to whether it is true or false. It is a high standard to prove.

- **Misrepresentation (Principle 2):** This is a broader category that includes negligent and innocent misrepresentations, where there is no intent to deceive.

Step 3: Detailed Explanation:

- The investors brought a specific claim for "deceit". Therefore, we must apply the test for deceit from Principle 1.

- The company stated it "was permitted" to make electric engines, which was a statement of present fact. This statement was false.

- However, the facts state that the company believed gaining approval was a "formality" and made the statement "with this information in mind." This indicates that the company did not have an "express intention of defrauding." They genuinely, though perhaps negligently or carelessly, believed the statement was effectively true.

- Since the crucial element of fraudulent intent is missing, the claim for deceit must fail. While the company might be liable for negligent misrepresentation (under Principle 2), it is not liable for the specific tort of deceit.

- The statement was incorrect, but not fraudulent.

Step 4: Final Answer

The company is not liable for deceit because the element of fraudulent intent is not established by the facts. Option (C) accurately captures this distinction between an incorrect statement and a fraudulent one.

Quick Tip

Pay close attention to the specific legal claim mentioned in the facts (e.g., "deceit," "negligence"). The success of the case depends on proving all the specific elements of that claim. Deceit requires proving fraud, which is much harder than proving mere carelessness or a simple error.

98. LEGAL PRINCIPLE : 1. Private nuisance is a continuous, unlawful and indirect interference with the use or enjoyment of land, or of some right over or in connection with it. 2. Generally, nuisances cannot be justified on the ground of necessity, pecuniary interest, convenience, or economic advantage to a defendant. 3. A person is liable if he can reasonably foresee that his acts would be likely to injure his neighbor. 4. In cases of nuisance, the court may grant an injunction restricting the nuisance from occurring in the future when the loss could not adequately compensated.

FACTUAL SITUATION : Tina purchased a house in an estate which was adjacent to a functioning, in use, cricket field. The members of Super Eleven Cricket Club used to play Cricket in that field for over 70 years. After Tina moved into the property, cricket balls began to fly over the field's protective barrier and into the Tina's property. Tina complained, which caused Super Eleven Cricket Club to erect a chain link fence. This improved matters as less balls were now flying onto the Tina's property but it did not fully solve the issue as some still got through. The club offered Tina to pay for any damage done or injuries received as a result of the balls landing onto her land, including fixing any broken windows and similar. Tina, however, refused all of the club's offers and filed a case against the members of the Club alleging nuisance and negligence and requested court to grant an injunction to prevent the club from playing cricket on their ground. Tina argued that even though the club offered to make good any damage and that there had been no injuries, she was not able to use her garden when matches were being played for fear of being struck by a cricket ball. Decide.

- (A) The members of Club are not liable as Tina was aware about the activities of the Cricket Club and had willingly purchased the property.
- (B) The members of the Club are liable for nuisance and court should pass an order of compensation as the injury is small and could be compensated in terms of money. Also, public interest considerations outweighed the private rights of the plaintiff and therefore a remedy of damages was sufficient in the circumstances.
- (C) The members of the Club are liable for nuisance and court should pass an order of injunction. The plaintiff's right to enjoyment of her property outweighs the right of the members of the Club to play cricket.
- (D) The Club is not liable as they have already taken sufficient measures to mitigate the effects of their act and are ready and willing to do so in future too.

Correct Answer: (B) The members of the Club are liable for nuisance and court should pass an order of compensation as the injury is small and could be compensated in terms of money.

Also, public interest considerations outweighed the private rights of the plaintiff and therefore a remedy of damages was sufficient in the circumstances.

Solution:

Step 1: Understanding the Question:

The question asks us to decide on a nuisance claim where cricket balls from a long-established club are landing on a neighboring property, interfering with the owner's enjoyment. The key issue is determining liability and the appropriate remedy.

Step 2: Analysis of Nuisance and Defences:

- **Is there a nuisance?** Yes. The repeated landing of cricket balls on Tina's property is a continuous and unlawful interference with her use and enjoyment of her land (Principle 1). Her fear of using her garden is a valid form of interference.
- **Are there any defences?** Option (A) suggests the defence of "coming to the nuisance" because Tina purchased the property knowing the cricket field was there. This is not a valid defence in law. Option (D) suggests the club has taken sufficient measures, but since the balls still get through, the nuisance continues. The fact the club has existed for 70 years and serves a public interest (Principle 2) is not a defence to liability, but it is relevant to the choice of remedy.
- **Conclusion on Liability:** The club is liable for nuisance.

Step 3: Determining the Remedy - Injunction vs. Damages:

- Tina is requesting an injunction, which would stop the club from playing cricket. An injunction is an equitable remedy and is granted at the court's discretion.
- The court must balance the competing interests: Tina's right to enjoy her property versus the public interest in a recreational facility that has been in use for 70 years.
- In such cases (famously in *Miller v Jackson*), courts often find that the public interest outweighs the private interest, especially when the harm to the private individual can be adequately compensated with money (damages). An injunction would be a drastic measure, depriving the community of a long-standing facility. The club has already offered to pay for any damage.

Step 4: Final Answer

The club is liable for nuisance, but the court is likely to refuse an injunction and award damages instead, balancing the public and private interests. Option (B) correctly identifies that the club is liable for nuisance but that damages are the appropriate remedy due to the small, compensable nature of the injury and the weight of public interest.

Quick Tip

In nuisance cases, always distinguish between liability and remedy. A defendant can be liable for nuisance, but the court might still refuse to grant an injunction if it would be inequitable or against the public interest. The balancing of interests is key to determining the remedy.

99. LEGAL PRINCIPLE : 1. According to rule of strict liability, any person who for his own purposes brings on his lands and collects and keeps there anything likely to do mischief if it escapes, must keep it in at his peril, and, if he does not do so, is *prima facie* answerable for all the damage, irrespective of fault, which is the natural consequence of its escape in respect of the non-natural use of land. **2.** A person is liable if he can reasonably foresee that his acts would be likely to injure his neighbor.

FACTUAL SITUATION : PN was the owner of a gas pipe which passed under the surface of an old railway between Ramnagar and Kotpur. XY was the local council which was responsible for a water pipe which supplied water to a block of flats in the nearby Shining Apartment Complex. A leak developed which was undetected for some time. The water collected at an embankment which housed PN's high pressure gas main. The water caused the embankment to collapse and left the gas main exposed and unsupported. This was a serious and immediate risk and PN took action to avoid the potential danger. They then sought to recover the cost of the remedial works. PN argued that the XY Council was liable for negligence under strict liability.

(A) The Council is liable under strict liability rule as the damage is not remote as it was possible for the Council to reasonably foresee a leakage which would eventually lead to collapse of the gas main.

(B) The escape of water as a result of leak is sufficient to make the Council liable.

(C) The Council is not liable as PN should have been careful in detecting the leak earlier. They cannot shift the blame on the Council.

(D) The Council is not liable under rule of strict liability for the damage as the Council's use was neither a non-natural nor dangerous use of the land.

Correct Answer: (D) The Council is not liable under rule of strict liability for the damage as the Council's use was neither a non-natural nor dangerous use of the land.

Solution:

Step 1: Understanding the Question:

The question asks whether the XY Council is liable under the rule of strict liability for damage caused by the escape of water from its main pipe.

Step 2: Key Concept - The Rule of Strict Liability (Rylands v Fletcher):

Principle 1 outlines the rule of strict liability. For the rule to apply, several conditions must be met:

1. The defendant brings something onto his land for his own purposes.
2. The thing is likely to do mischief if it escapes.
3. The use of the land is a "non-natural use".
4. The thing escapes and causes damage.

Step 3: Detailed Explanation:

- The crucial element in this case is whether the Council's activity constitutes a "non-natural

use of land”.

- The Council was responsible for a water pipe supplying water to a block of flats. This is a public utility and a routine, essential service provided for the general benefit of the community.
- Courts have consistently held that the supply of domestic water or other public utilities through pipes is an ordinary and ”natural use” of land. It is not a special use bringing with it increased danger to others.
- Since the provision of a domestic water supply is considered a natural use of land, one of the essential conditions for the application of the strict liability rule is not met.
- Therefore, the Council cannot be held liable under strict liability. The claim would have to be brought in negligence, which requires proving fault (a breach of duty of care), which is not the basis of PN’s argument here.

Step 4: Final Answer

The Council is not liable under the rule of strict liability because supplying water to flats via a main is a natural use of land. Option (D) provides the correct and precise legal reason for the failure of the strict liability claim.

Quick Tip

The concept of ”non-natural use” is central to the rule of strict liability. Activities that are for the general benefit of the community, such as providing public utilities (water, gas, electricity), are generally considered ”natural uses” of land, and therefore fall outside the scope of strict liability.

100. LEGAL PRINCIPLE: In relation to the law of contracts, in instances where both parties to an agreement are under a mistake about a matter of fact essential to the agreement, the agreement is void.

FACTUAL SITUATION: Lakshman agrees to sell to Manu a consignment of herbal products which was supposed to be on a ship on its way from Madagascar to Mumbai. However, two days before the agreement was reached, the ship carrying the products met with an accident and all the goods were lost. Lakshman’s agent had informed Lakshman about this on the day the accident happened. Is the agreement void because of a mistake as to a matter of fact ?

- (A) Yes, since both parties committed a mistake by entering into the contract
- (B) No, since Lakshman had dishonest intentions
- (C) No, since Lakshman was aware that the goods were lost
- (D) None of the above

Correct Answer: (C) No, since Lakshman was aware that the goods were lost

Solution:

Step 1: Understanding the Question:

The question asks if an agreement is void for mistake of fact, based on a specific legal principle that requires a mutual mistake.

Step 2: Key Concept - Mutual Mistake:

The legal principle is very specific: the agreement is void when "**both parties**" are under a mistake. This is known as a mutual or common mistake. The mistake must be shared by both parties to the contract.

Step 3: Detailed Explanation:

- The subject matter of the contract was the consignment of herbal products.
- At the time of the agreement, the goods did not exist, as they had already been destroyed. This is a mistake of fact essential to the agreement.
- However, we must check if *both* parties were mistaken.
- The facts state that Manu was mistaken; he believed the goods existed.
- The facts also explicitly state that "Lakshman's agent had informed Lakshman about this." Therefore, Lakshman was **not** mistaken. He was aware that the goods were lost.
- Since only one party (Manu) was under a mistake and the other (Lakshman) knew the truth, the condition of the legal principle ("both parties... are under a mistake") is not met.

Step 4: Final Answer

The agreement is not void under the given principle because the mistake was unilateral, not mutual. Lakshman's knowledge of the facts prevents the principle from applying. Option (C) provides the correct reason. While Lakshman's actions might constitute fraud (Option B), which would make the contract voidable, the specific reason it is not void under the given principle is his awareness of the facts.

Quick Tip

Always read legal principles with precision. The word "both" is crucial here. If a principle requires a condition to apply to both parties, check the facts for each party individually. If the condition fails for even one party, the principle does not apply.

Section - B

1. Critically analyse the constitutional validity of Section 124A of the Indian Penal Code, in the light of judicial decisions.

Solution:

Section 124A of the Indian Penal Code, 1860, which defines the offence of sedition, has been a subject of intense constitutional scrutiny due to its inherent conflict with the fundamental right

to freedom of speech and expression guaranteed under Article 19(1)(a) of the Constitution of India.

Understanding Section 124A:

Sedition is defined as any act that brings or attempts to bring into hatred or contempt, or excites or attempts to excite disaffection towards the Government established by law in India. It is a colonial-era law originally intended to suppress dissent against British rule.

Constitutional Challenge and Judicial Interpretation:

The primary challenge to Section 124A is its potential to be a tool for suppressing legitimate criticism, dissent, and political opposition, which are the cornerstones of a democracy. The key judicial decisions that have shaped its interpretation are:

1. **Kedar Nath Singh v. State of Bihar (1962):** A Constitution Bench of the Supreme Court upheld the constitutional validity of Section 124A. However, it significantly narrowed its scope to prevent its misuse. The Court held that the provision would only be attracted if the speech in question has a "tendency to incite violence" or "create public disorder." Mere criticism of the government, however harsh, would not amount to sedition. This judgment attempted to balance state security with the freedom of expression.

2. **Balwant Singh v. State of Punjab (1995):** The Supreme Court further clarified that merely shouting slogans, without any incitement to violence or public disorder, does not constitute sedition. This reinforced the high threshold required for a conviction under Section 124A.

Recent Developments and Critical Analysis:

Despite the safeguards laid down in *Kedar Nath Singh*, the provision has been widely criticized for its continued misuse by law enforcement agencies to stifle dissent. In recent years, the judiciary has taken a more critical stance:

- In **S.G. Vombatkere v. Union of India (2022)**, the Supreme Court, in an unprecedented interim order, effectively put the operation of Section 124A in abeyance. The Court directed the Central and State governments to refrain from registering any new FIRs, continuing investigations, or taking any coercive measures under this section while its constitutional validity is being re-examined.

- The Court observed that the rigor of a colonial-era law, which was used to silence the freedom struggle, is not in tune with the current social milieu and the aspirations of a modern democracy.

Conclusion:

While Section 124A was once held to be constitutionally valid by the Supreme Court, its current status is highly precarious. The judiciary's recent interventions reflect a growing consensus that the law, in its current form, is a threat to the fundamental right to freedom of speech and is incompatible with democratic principles. The final word on its constitutionality is awaited, but the judicial trend points towards either striking it down or reading it down so severely as to render it toothless.

Quick Tip

When analysing the constitutionality of a law, it's crucial to trace the evolution of judicial interpretation. For sedition, the key journey is from Kedar Nath Singh, which upheld it with limitations, to the recent Supreme Court order putting it in abeyance, which questions its very existence in a modern democracy.

2. Public policy is often considered to be one of the most contentious grounds for setting aside or refusal to enforce an arbitral award. Critically analyse this statement clearly outlining approaches adopted by the Indian judiciary in its utilisation.

Solution:

The statement that "public policy" is a contentious ground for judicial intervention in arbitral awards is accurate. Under the Arbitration and Conciliation Act, 1996 (the Act), "conflict with the public policy of India" is a ground for setting aside a domestic award (Section 34) and refusing enforcement of a foreign award (Section 48). The contention arises from the historically fluid and expansive interpretation of this term by the Indian judiciary, which at times undermined the core objective of arbitration: finality and minimal judicial interference.

The Expansive Approach - The Era of Saw Pipes:

The Supreme Court's decision in **ONGC v. Saw Pipes Ltd. (2003)** marked the high point of judicial interventionism. The Court gave an extremely wide meaning to "public policy," holding that it would include:

- Fundamental policy of Indian law.
- Interest of India.
- Justice or morality.
- **Patent Illegality:** The Court held that an award would be against public policy if it was "patently illegal." This was interpreted to mean any error of law on the face of the award.

This interpretation opened the floodgates for challenges, allowing courts to review awards on their merits, effectively turning the setting aside proceeding into an appeal. This was widely criticized for defeating the purpose of arbitration.

The Shift Towards a Pro-Arbitration Stance:

Recognizing the damage done by the Saw Pipes interpretation, the judiciary and the legislature took corrective steps.

1. **Judicial Correction:** In cases like **Associate Builders v. DDA (2015)**, the Supreme Court, while bound by Saw Pipes, attempted to narrow the scope of "patent illegality," clarifying that it must be an illegality that "goes to the root of the matter" and not a trivial error. The court reiterated that a mere erroneous application of law or reappraisal of evidence was not permissible.

2. Legislative Amendment (2015): The Arbitration and Conciliation (Amendment) Act, 2015, was a watershed moment. It explicitly addressed the Saw Pipes judgment.

- It clarified that "public policy of India" would only be violated if the award was vitiated by fraud or corruption, was in contravention with the fundamental policy of Indian law, or was in conflict with the most basic notions of morality or justice.
- Crucially, it added an explanation that a review on merits was not permitted under the ground of "fundamental policy of Indian law."
- It confined the ground of "patent illegality" to domestic awards only and clarified that it cannot be a ground for setting aside an award for a mere erroneous application of law.

Conclusion:

The Indian judiciary's approach to "public policy" has evolved dramatically. From an expansive, interventionist stance in the Saw Pipes era, the approach has now firmly shifted to a narrow, pro-arbitration one, thanks to both legislative amendments and corrective judicial pronouncements. While "public policy" remains a necessary safeguard against egregious awards, its interpretation is now aligned with international best practices, ensuring that courts do not sit in appeal over the merits of an arbitral award. The contention has been significantly muted, fostering greater confidence in India as an arbitration-friendly jurisdiction.

Quick Tip

For questions on "public policy" in arbitration, the key is to contrast the pre-2015 Amendment era (dominated by the wide interpretation in *ONGC v. Saw Pipes*) with the post-2015 era, which legislatively narrowed the ground and promotes minimal judicial interference.

3. Is right to privacy a fundamental right in India? Should it be a fundamental right in India? Discuss in the light of judicial decisions.

Solution:

Yes, the right to privacy is a fundamental right in India. This was unequivocally established by the Supreme Court in one of its most significant judgments.

The Landmark Judgment: Justice K.S. Puttaswamy (Retd.) v. Union of India (2017)

Prior to 2017, the legal status of the right to privacy was ambiguous. Earlier judgments in *M.P. Sharma v. Satish Chandra* (1954) and *Kharak Singh v. State of U.P.* (1962) had held that privacy was not a constitutionally protected right. However, the legal landscape changed completely with the nine-judge Constitution Bench judgment in the Puttaswamy case.

The key holdings of the Court were:

- 1. Privacy as a Fundamental Right:** The Court unanimously held that the right to privacy is a fundamental right, protected as an intrinsic part of the right to life and personal liberty

under **Article 21** of the Constitution of India.

2. **Inherent and Inalienable Right:** The Court recognized privacy as a natural right, inherent to human dignity and liberty. It is not a right that is 'gifted' by the state but one that is inseparable from a human being.

3. **Overruling Precedent:** The judgment explicitly overruled the contrary findings in *M.P. Sharma* and *Kharak Singh*.

4. **Not an Absolute Right:** Like other fundamental rights, the right to privacy is not absolute. It can be restricted by the state, but any such restriction must pass a strict test.

The Test for Permissible Restrictions on Privacy

The Court laid down a three-fold test that any state action infringing upon the right to privacy must satisfy:

1. **Legality:** The restriction must be sanctioned by law.
2. **Legitimate State Aim:** The restriction must be for a legitimate purpose of the state.
3. **Proportionality:** There must be a rational nexus between the object of the law and the means adopted to achieve it. The extent of the intrusion must be proportionate to the need for it.

Why Privacy Should be a Fundamental Right

The judiciary affirmed that privacy is essential for the exercise of individual autonomy and dignity. In a modern, democratic society, the ability to make personal choices without unwarranted state interference is crucial. The right to privacy underpins other fundamental rights, such as freedom of speech and expression (Article 19) and freedom of conscience (Article 25). In an age of digital surveillance and data collection, recognizing privacy as a fundamental right provides a constitutional bulwark against potential overreach by both state and non-state actors.

Conclusion:

The right to privacy is now firmly embedded as a fundamental right within the Indian constitutional framework. The *Puttaswamy* judgment has not only settled the law but has also provided a robust standard for judicial review of any legislative or executive action that may impinge upon this vital human right.

Quick Tip

The cornerstone of any answer on the right to privacy in India is the landmark 2017 case of *Justice K.S. Puttaswamy v. Union of India*. Mentioning that it's a nine-judge bench decision, that it's rooted in Article 21, and that it establishes a three-part test for restrictions will cover all essential points.

4. Critically analyse the concept of 'defamation' in the digital context. What are the defences available to a defendant in a civil suit for defamation?

Solution:

Defamation is the communication of a false statement that harms the reputation of an individual, business, or group. It can be in the form of libel (written) or slander (spoken). In the digital context, defamation primarily takes the form of libel, given its written or recorded nature.

Defamation in the Digital Context: A Critical Analysis

The digital age has fundamentally transformed the nature and impact of defamation. The key challenges and characteristics are:

1. **Vast Reach and Speed:** A defamatory statement on social media, a blog, or a messaging app can reach a global audience in seconds, causing widespread and rapid reputational damage that is difficult to contain.
2. **Permanence:** Once posted online, defamatory content can be difficult to erase completely. It can be archived, screenshotted, and re-shared, leading to enduring harm.
3. **Anonymity and Jurisdictional Issues:** Perpetrators can hide behind anonymous profiles, making them difficult to identify and hold accountable. Furthermore, the global nature of the internet raises complex jurisdictional questions about where a lawsuit can be filed.
4. **Intermediary Liability:** A major issue is the liability of platforms like Facebook, Twitter, and Google. Under Section 79 of the Information Technology Act, 2000, these intermediaries are granted "safe harbour" protection and are not liable for third-party content, provided they follow due diligence and remove unlawful content upon receiving actual knowledge or a court order. This shifts the primary liability to the original author of the content.

Defences Available in a Civil Suit for Defamation

A defendant in a civil suit for defamation can rely on several established defences:

1. **Justification by Truth:** Truth is an absolute defence. If the defendant can prove that the statement made was substantially true, the claim for defamation will fail, regardless of whether the statement was malicious. The burden of proof lies on the defendant.
2. **Fair Comment:** This defence protects honest expressions of opinion on matters of public interest. The defendant must prove that:
 - The statement was an opinion, not an assertion of fact.
 - The opinion was based on true facts.
 - The comment was made honestly and was not malicious.
 - The matter commented upon was of public interest (e.g., actions of politicians, public institutions, works of art).
3. **Privilege:** This defence applies to statements made in situations where the law recognizes the importance of free speech over the protection of reputation. There are two types:
 - **Absolute Privilege:** This provides complete immunity, even if the statement is false and made with malice. It applies to statements made during judicial proceedings, by members of Parliament during parliamentary proceedings, and between spouses.
 - **Qualified Privilege:** This applies where the person making the statement has a legal, social, or moral duty to make it, and the recipient has a corresponding interest

in receiving it (e.g., a reference letter from a former employer). This defence is lost if the claimant can prove that the statement was made with malice.

Quick Tip

When discussing digital defamation, highlight the unique challenges: speed, permanence, anonymity, and the crucial role of intermediary liability under Section 79 of the IT Act. For defences, remember the three core pillars: Truth, Fair Comment, and Privilege.

5. Explain and critically examine the desirability of the TRIPS waiver proposal initiated by India and South Africa before the World Trade Organisation.

Solution:

Explanation of the TRIPS Waiver Proposal

The Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS) is a comprehensive international agreement administered by the World Trade Organisation (WTO) that sets minimum standards for the protection of intellectual property (IP) rights, including patents, copyrights, and trade secrets.

In October 2020, in the midst of the COVID-19 pandemic, India and South Africa submitted a proposal to the WTO for a temporary waiver of certain provisions of the TRIPS Agreement. The proposal sought to suspend the implementation, application, and enforcement of IP rights related to the prevention, containment, or treatment of COVID-19. This would primarily affect patents on vaccines, drugs, diagnostics, and other medical technologies, allowing developing countries to manufacture and supply these products without fear of IP infringement lawsuits.

Critical Examination of the Desirability of the Waiver

The proposal sparked a major global debate, with strong arguments both for and against its desirability.

Arguments for the Desirability (Pro-Waiver):

1. **Equitable Access and Global Public Health:** The primary argument was that the pandemic was an unprecedented global health crisis that required prioritizing human lives over commercial interests. A waiver would enable widespread, low-cost manufacturing of vaccines and medicines in developing countries, accelerating global vaccination efforts and preventing "vaccine apartheid."
2. **Diversification of Supply Chains:** Relying on a few pharmaceutical giants in developed nations created supply bottlenecks. The waiver would allow for the decentralization and diversification of production, making the global supply chain more resilient.

3. **Moral Imperative:** Proponents argued that it was morally indefensible for life-saving technologies, often developed with significant public funding, to be protected by patents that restrict access during a global emergency.

Arguments Against the Desirability (Anti-Waiver):

1. **Stifling Innovation:** The main counter-argument, primarily from pharmaceutical companies and developed nations, was that strong IP protection is a critical incentive for innovation. They argued that waiving patents would disincentivize companies from investing billions in research and development for future pandemics, as they would not be guaranteed a return on their investment.
2. **Patents Not the Main Barrier:** Opponents contended that patents were not the primary obstacle to vaccine production. The real challenges were the lack of complex manufacturing capacity, access to raw materials, technology transfer, and regulatory hurdles in many countries. Simply waiving a patent, they argued, would not magically create the ability to produce complex mRNA vaccines.
3. **Use of Existing Flexibilities:** The TRIPS Agreement already contains flexibilities, such as compulsory licensing, which allow governments to authorize the production of patented products without the patent holder's consent under certain conditions. Opponents argued these existing mechanisms should be used instead of a blanket waiver.

Conclusion:

The desirability of the TRIPS waiver proposal depends on the balance between promoting long-term innovation through IP protection and addressing an immediate, catastrophic public health crisis through equitable access. While the waiver was seen by many as a necessary tool for global solidarity, the counter-arguments regarding the complexities of manufacturing and the potential impact on future R&D were also significant. Ultimately, after lengthy negotiations, the WTO members agreed to a much narrower and more limited waiver in June 2022, reflecting the deep divisions on the issue. The debate highlights the fundamental tension between intellectual property rights and global public health that continues to be a major challenge in international law.

Quick Tip

A "critical examination" requires a balanced presentation of both sides of the argument. Structure your answer by first explaining the proposal, then detailing the arguments in favour (pro-waiver), and finally outlining the arguments against (anti-waiver) to provide a comprehensive analysis.

-
6. **Explain the eminent domain doctrine under Constitutional law. Discuss the limitations of the doctrine with the help of judicial decisions.**

Solution:

The Doctrine of Eminent Domain

The doctrine of eminent domain is the inherent sovereign power of the State to acquire private property for a public purpose without the owner's consent. This power is based on the legal fiction that all private property is held subject to the implied condition that it may be retaken by the sovereign when public necessity requires it. It is a fundamental attribute of sovereignty, essential for the government to carry out its functions, such as building infrastructure (roads, bridges), public facilities, and for national security.

Evolution of the Doctrine in Indian Constitutional Law

In India, the doctrine is not an extra-constitutional power but is governed by the Constitution. Initially, the right to property was a fundamental right under Article 31. However, after numerous amendments and legal battles, Article 31 was repealed by the 44th Amendment Act, 1978. The right to property now resides in **Article 300A**, which states: "No person shall be deprived of his property save by authority of law." While no longer a fundamental right, it remains a constitutional and human right.

Limitations on the Doctrine of Eminent Domain

Judicial decisions have firmly established two essential limitations on the State's power of eminent domain, which are now also codified in the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.

1. **Public Purpose:** The acquisition of private property must be for a "public purpose." The term is not static and has been interpreted broadly by the courts to include purposes that benefit the community or a section of it.
 - **Judicial Decisions:** Initially, courts adopted a hands-off approach, leaving the determination of public purpose to the executive. However, in cases like **State of Bombay v. R.S. Nanji (1956)**, the Supreme Court asserted its power of judicial review to ensure that the stated purpose is genuinely a public one. If the purpose is found to be a colorable exercise of power or for the benefit of a private entity without any corresponding public benefit, the acquisition can be struck down.
2. **Compensation:** The State is obligated to pay compensation to the property owner. The evolution of this limitation is marked by significant judicial interpretation.
 - **Judicial Decisions:** In **State of West Bengal v. Bela Banerjee (1954)**, the Supreme Court held that compensation must be a "just equivalent" or the market value of the property. This led to constitutional amendments by Parliament to assert its authority in determining compensation.
 - After the repeal of Article 31, the Supreme Court in **K.T. Plantation Pvt. Ltd. v. State of Karnataka (2011)** held that even under Article 300A, the requirement to pay compensation that is "just and reasonable" is an inbuilt and overarching principle. The Court ruled that a law depriving a person of their property without providing for fair compensation would be arbitrary and violative of Article 14 of the Constitution.

Conclusion:

The doctrine of eminent domain is a necessary power of the State, but it is not absolute. Indian

constitutional law, through Article 300A and a series of landmark judicial decisions, has balanced the State's power with the individual's right to property by imposing two non-negotiable limitations: the acquisition must be for a legitimate public purpose, and the State must pay fair and just compensation.

Quick Tip

The two pillars limiting the doctrine of eminent domain are 'Public Purpose' and 'Compensation'. When discussing this topic, explain what the doctrine is and then structure your answer around these two limitations, citing key cases to show how the judiciary has enforced them.

7. Discuss the principles governing the working of the United Nations. Discuss the potential reforms in the working of the United Nations in the light of recent international conflicts.

Solution:

Principles Governing the Working of the United Nations

The working of the United Nations (UN) is governed by the principles laid down in Article 2 of the UN Charter. These principles form the foundation of international relations among member states. The key principles are:

1. **Sovereign Equality:** The organization is based on the principle of the sovereign equality of all its members. Each state has one vote in the General Assembly, regardless of its size or power.
2. **Fulfilment of Obligations:** Members shall fulfill in good faith the obligations assumed by them in accordance with the Charter.
3. **Peaceful Settlement of Disputes:** All members shall settle their international disputes by peaceful means in such a manner that international peace, security, and justice are not endangered.
4. **Prohibition of the Use of Force:** All members shall refrain in their international relations from the threat or use of force against the territorial integrity or political independence of any state.
5. **Assistance to the UN:** Members shall give the UN every assistance in any action it takes in accordance with the Charter and shall refrain from giving assistance to any state against which the UN is taking preventive or enforcement action.

6. **Non-intervention in Domestic Affairs:** The UN is not authorized to intervene in matters which are essentially within the domestic jurisdiction of any state, though this principle does not prejudice the application of enforcement measures under Chapter VII.

Potential Reforms in Light of Recent International Conflicts

Recent international conflicts, most notably the war in Ukraine, have starkly exposed the structural limitations and weaknesses of the UN, particularly its Security Council, and have intensified calls for urgent reforms.

The most critical area for reform is the **UN Security Council (UNSC)**, the UN's most powerful body, responsible for maintaining international peace and security.

The Problem:

The UNSC's structure, with its five permanent members (P5: China, France, Russia, UK, US) holding veto power, reflects the geopolitical realities of 1945, not the 21st century. This has led to several issues:

- **Paralysis by Veto:** Recent conflicts have shown that when a conflict involves a P5 member or its close ally, the UNSC is rendered powerless. For example, Russia's veto has blocked any meaningful UNSC action in response to its invasion of Ukraine. This undermines the UN's credibility and its primary mandate.
- **Lack of Representation:** The UNSC's composition does not reflect contemporary global power distribution. Major powers from Africa, Latin America (e.g., Brazil), and Asia (e.g., India, Japan, Germany) lack permanent representation, which questions the council's legitimacy and democratic credentials.

Proposed Reforms:

1. **Expansion of the Security Council:** A key proposal is to expand the number of both permanent and non-permanent members to make the Council more representative. The G4 nations (Brazil, Germany, India, and Japan) have been strong proponents of this, seeking permanent seats for themselves.
2. **Reform of the Veto Power:** This is the most contentious but crucial reform. Proposals range from the complete abolition of the veto (which is politically unfeasible) to more modest reforms, such as:
 - Requiring at least two P5 members to cast a veto for it to be valid.
 - Restricting the use of the veto in cases of mass atrocities like genocide, war crimes, and crimes against humanity (the "Responsibility to Protect" or R2P principle).
 - Requiring a P5 member to provide a public justification in the General Assembly for its use of the veto.
3. **Strengthening the General Assembly:** Enhancing the role and powers of the General Assembly, the UN's most representative body, could provide a counterbalance to the UNSC's paralysis.

Conclusion:

While the principles of the UN Charter remain vital, its working machinery, especially the Security Council, is in dire need of reform. Recent conflicts have demonstrated that the anachronistic structure and the veto power can paralyze the organization when it is needed most. Meaningful reform is essential for the UN to maintain its relevance and effectively address the complex challenges to international peace and security in the 21st century.

Quick Tip

When discussing UN reforms, the central issue is almost always the Security Council. Focus your analysis on the problems of veto power and lack of representation, and then outline the specific proposals for expansion and veto reform. Citing a recent conflict like the one in Ukraine provides a powerful, contemporary example.

8. Critically examine the working of access and benefit sharing related provisions in the Biodiversity Conservation Act, 2002.**Solution:**

The Biological Diversity Act, 2002 was enacted to give effect to the objectives of the UN Convention on Biological Diversity (CBD). A cornerstone of the Act is the mechanism for "Access and Benefit Sharing" (ABS), which aims to ensure that the benefits arising from the use of biological resources and associated traditional knowledge are shared in a fair and equitable manner with the local communities who conserve them.

Working of the ABS Provisions:

The Act establishes a three-tiered institutional structure to regulate access and facilitate benefit sharing:

1. **National Biodiversity Authority (NBA):** At the national level, it regulates access to biological resources for foreign nationals, companies, and for the purpose of applying for Intellectual Property Rights (IPRs).
2. **State Biodiversity Boards (SBBs):** At the state level, they regulate access for Indian citizens and companies for commercial utilization.
3. **Biodiversity Management Committees (BMCs):** At the local body level, their primary role is to document local biodiversity and associated knowledge in the form of "People's Biodiversity Registers" (PBRs) and to advise on any access requests.

The ABS mechanism works as follows: Any person or entity seeking access to biological resources or associated knowledge for research or commercial utilization must obtain prior approval from the NBA or SBB. The approval is granted subject to the terms of a **Benefit Sharing Agreement**, which stipulates how the benefits (which can be monetary, such as

upfront payments or royalties, or non-monetary, such as technology transfer and joint R&D) will be shared with the benefit claimers, typically the local communities identified by the BMCs.

Critical Examination of the Working:

While the Act provides a robust legal framework, its implementation has faced significant challenges.

Successes and Strengths:

- **Legal Framework:** The Act has successfully created a comprehensive legal and institutional framework for ABS, which was previously absent.
- **Empowerment of Local Communities:** The creation of BMCs and PBRs has, in principle, empowered local communities by recognizing their role in conservation and their rights over their traditional knowledge.
- **Precedent Setting:** India's ABS model has been influential globally and has led to some successful benefit-sharing agreements, though they are few in number.

Challenges and Weaknesses:

- **Lack of Awareness:** There is a widespread lack of awareness about the Act's provisions among stakeholders, including local communities, industries, and even government officials. This leads to non-compliance and hampers the effective functioning of the ABS mechanism.
- **Implementation Gaps:** The establishment and functioning of BMCs have been slow and often ineffective. Many PBRs are poorly prepared, and BMCs often lack the technical and financial capacity to negotiate fair benefit-sharing agreements.
- **Complexity and Delays:** The process for obtaining approvals can be bureaucratic and time-consuming, which can deter legitimate research and commercial activities.
- **Monitoring and Enforcement:** There is a weak mechanism for monitoring compliance with benefit-sharing agreements and for taking action against biopiracy.
- **Defining 'Benefit Sharers':** Identifying the legitimate 'benefit claimers' can be complex, especially when traditional knowledge is shared among multiple communities across a region.

Conclusion:

The ABS provisions of the Biological Diversity Act, 2002 are conceptually sound and progressive. They represent a significant step towards achieving the goals of conservation and equity. However, the success of this framework is heavily dependent on effective implementation. The working of the ABS provisions has been a mixed bag, with the creation of a legal structure being a major achievement, but significant challenges related to awareness, capacity building, and enforcement remain. Bridging these implementation gaps is critical to fully realize the potential of the Act and ensure that the guardians of biodiversity receive their fair share of the benefits.

Quick Tip

A critical examination requires highlighting both positives and negatives. For the Biodiversity Act, praise the creation of the three-tiered structure (NBA, SBB, BMC) as a positive, but then focus on the practical challenges in implementation, such as lack of awareness and capacity, as the main areas of criticism.

9. Is 'consideration' an essential element of a contract ? Should consideration be monetary in character? Discuss in the light of judicial decisions.

Solution:

This question has two distinct parts which must be addressed separately: whether consideration is essential, and whether it must be monetary.

1. Is 'Consideration' an Essential Element of a Contract?

Yes, consideration is an essential element of a valid contract. The Indian Contract Act, 1872, is built upon the English law principle of consideration.

- Section 10 of the Act lists "lawful consideration" as a key requirement for a legally enforceable agreement.
- Section 2(d) defines consideration as an act, abstinence, or promise done at the desire of the promisor by the promisee or any other person. It is the *quid pro quo*, or "something in return," that makes a promise legally binding.
- Section 25 explicitly states that "an agreement made without consideration is void."

However, Section 25 also provides for certain specific **exceptions** where an agreement is valid even without consideration:

1. An agreement made on account of natural love and affection between parties standing in a near relation to each other, if it is in writing and registered.
2. A promise to compensate a person who has already voluntarily done something for the promisor.
3. A promise to pay a time-barred debt, if it is in writing and signed.

Apart from these statutory exceptions, consideration remains a fundamental and essential pillar of contract law in India.

2. Should Consideration be Monetary in Character?

No, consideration need not be monetary in character. The law requires that consideration must be of some 'value' in the eyes of the law, but it does not have to be adequate or in the form of money.

- The definition in Section 2(d) is very broad. "Something in return" can be an **act** (e.g., providing a service, delivering goods), an **abstinence** (e.g., refraining from suing), or a **promise** to do either of these things.
- The key is that each party must suffer some detriment or confer some benefit on the other party.

Judicial Decisions:

- In **Currie v. Misa (1875)**, the court defined consideration as: "A valuable consideration, in the sense of the law, may consist either in some right, interest, profit, or benefit accruing to the one party, or some forbearance, detriment, loss, or responsibility, given, suffered, or undertaken by the other." This classic definition clearly shows that it is not limited to money.
- In the Indian context, in **Chidambara Iyer v. P.S. Renga Iyer (1966)**, the Supreme Court affirmed that consideration must be 'real' and have some value, but it need not be 'adequate'. This means that as long as the parties have agreed to exchange something of legal value, the courts will not inquire into whether it was a fair bargain. For example, a promise to sell a car worth 5 lakhs for 1 lakh is a valid contract, as 1 lakh is a valuable (though not adequate) consideration. Similarly, a promise to provide legal services in exchange for a painting is a valid contract.

Conclusion:

Consideration is indispensable for the formation of a valid contract, barring a few specific exceptions. However, the concept of consideration is flexible and broad; it is not confined to monetary payments. Any act, forbearance, or promise that has some value in the eyes of the law is sufficient to constitute valid consideration.

Quick Tip

Structure your answer to address each part of the question separately. First, confirm that consideration is essential, but mention the exceptions in Section 25. Second, state clearly that it need not be money and explain its broad definition as 'something of value', using a case like *Currie v. Misa* to support your point.

10. Though mediation is considered to be a very effective method of alternate dispute resolution, attempts to secure statutory recognition of its processes and outcomes have not yielded satisfactory result. Would you agree with this assertion ? Respond in light of the Mediation Bill 2021 clearly articulating the concerns that arise with utilisation of mediation as a method of ADR and the proposed statutory solutions.

Solution:

Yes, I agree with the assertion. Mediation, despite its proven effectiveness as a flexible, party-centric, and interest-based method of Alternate Dispute Resolution (ADR), has historically suffered in India due to the lack of a comprehensive, standalone statutory framework. This

has led to unsatisfactory results in terms of its widespread adoption, process standardisation, and the enforceability of its outcomes. The Mediation Bill, 2021, is a significant attempt to address these long-standing concerns.

Concerns Arising from the Lack of a Statutory Framework:

Before the Bill, mediation was primarily governed by ad-hoc provisions in various statutes (e.g., Section 89 of the Civil Procedure Code, Companies Act, Commercial Courts Act) or was conducted privately. This led to several concerns:

1. **Lack of Enforceability:** The biggest concern was that a Mediated Settlement Agreement (MSA) was not directly enforceable. It had to be converted into a court decree or an arbitral award to become legally binding, adding another layer of procedure and potential delay.
2. **No Uniform Process:** There was no uniform or standardized procedure for conducting mediation, leading to inconsistencies in practice across the country.
3. **Confidentiality Issues:** While confidentiality is the bedrock of mediation, its legal protection was weak, making parties hesitant to be candid during proceedings.
4. **Lack of Recognition and Promotion:** Without a dedicated statute, mediation was often seen as a secondary or informal process, and there was no institutional push for its adoption.

Proposed Statutory Solutions in the Mediation Bill, 2021:

The Mediation Bill, 2021 seeks to institutionalize mediation and address the above concerns through several key provisions:

1. **Mandatory Pre-litigation Mediation:** The Bill proposes to make it mandatory for parties to attempt mediation to resolve their civil or commercial disputes before approaching a court or tribunal. This is a significant step to promote mediation as the first step for dispute resolution.
2. **Enforceability of Mediated Settlement Agreements:** This is a game-changing provision. The Bill makes an MSA resulting from mediation final, binding, and enforceable in the same manner as a judgment or decree of a court. This addresses the most significant historical weakness of mediation in India.
3. **Establishment of the Mediation Council of India (MCI):** The Bill proposes the creation of an MCI to act as the main regulatory body for mediation. Its functions would include registering mediators, recognizing mediation service providers, and setting professional and ethical standards, thus ensuring quality and uniformity.

4. **Ensuring Confidentiality:** The Bill provides strong legal backing for the confidentiality of the mediation process. It prevents the mediator and the parties from disclosing mediation-related communications in any subsequent arbitral or judicial proceedings, subject to certain exceptions (e.g., to prevent crime).
5. **Defined Timelines:** The Bill prescribes a time limit (180 days) for the completion of the mediation process, ensuring that it remains a swift and efficient method of dispute resolution.

Conclusion:

The Mediation Bill, 2021, directly confronts the concerns that have hindered the growth of mediation in India. By providing for the enforceability of settlements, mandating pre-litigation mediation, and establishing a regulatory body, it aims to transform mediation from a peripheral ADR method into a mainstream, legally robust, and preferred mode of dispute resolution. While debates on certain provisions like the mandatory nature of mediation continue, the Bill represents a crucial and long-overdue step towards providing statutory recognition and strength to the processes and outcomes of mediation.

Quick Tip

To answer this question effectively, first identify the problems (concerns) with the old system, such as lack of enforceability and uniformity. Then, match each problem with a specific solution proposed in the Mediation Bill, 2021 (e.g., Problem: non-enforceable agreements; Solution: MSA is like a court decree). This problem-solution structure makes the answer clear and analytical.