AILET 2022 Ph.D Question Paper with Solutions

Time Allowed :90 Minutes	Maximum Marks :100	Total Questions :50

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 50 Multiple Choice Questions (MCQ) of one mark each to be answered in the OMR Response Sheet only. Section B has 3 Descriptive Questions and the candidate has to answer only One (1) question of 50 marks 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 100.
3. There will be negative marking. 0.25 marks will be deducted for every wrong answer.
4. Candidates have to indicate the most appropriate answer by darkening one of the four responses provided, with BLACK/BLUE BALL POINT PEN in the OMR Answer Sheet.
5. Answering the question by any method other than the method indicated above shall be considered wrong answer.
6. More than one response to a question shall be counted as wrong answer.
7. The candidate shall not write anything on the OMR Answer Sheet other than the details required and in the spaces provided for.
8. After the examination is over, the candidate can carry the test booklet along with candidate's copy of the OMR, after handing over the original OMR to the invigilator.
9. The use of any unfair means by any candidate shall result in the cancellation of his/her candidature.
10. Impersonation is an offence and the candidate, apart from disqualification, may have to face criminal prosecution.
11. Electronic gadgets like mobile phones, pagers or calculators etc. are strictly not permitted inside the Test Centre/Hall.
12. The candidates shall not leave the hall before the end of the test.

Section - A

1. "Catch up" rule established by the Supreme Court of India relates to which of the following Articles of the Constitution ?

(A) Article 14
(B) Article 16(4)
(C) Article 15(4)
(D) Article16(4A)

Correct Answer: (D) Article16(4A)

Solution:

Step 1: Understanding the Question:
The question asks to identify the Article of the Indian Constitution related to the "catch-up" rule, a principle established by the Supreme Court concerning promotions of Scheduled Castes (SC) and Scheduled Tribes (ST) government employees.

Step 2: Key Concept:
The "catch-up" rule deals with the seniority of government employees in the context of reservation in promotions. Article 16 of the Constitution deals with equality of opportunity in matters of public employment.

Step 3: Detailed Explanation:
The "catch-up" rule was laid down by the Supreme Court in the case of *Union of India v. Virpal Singh Chauhan (1995).*
It stipulated that if a junior reserved category candidate is promoted earlier than their senior general category counterpart (due to reservation), the general category candidate would regain their seniority upon their own promotion. They would "catch up" to their original seniority. This rule was seen as diluting the benefit of reservation in promotion.
To overcome this, the Constitution (85th Amendment) Act, 2001, amended Article 16(4A) to provide for "consequential seniority" for SC/ST candidates promoted through reservation.
This amendment effectively nullified the "catch-up" rule. Therefore, the "catch-up" rule is directly related to the provisions and subsequent amendments of Article 16(4A).

Step 4: Final Answer:
The "catch-up" rule and its subsequent nullification are directly linked to the constitutional provisions for reservation in promotions with consequential seniority, which are contained in Article 16(4A). Thus, option (D) is correct.

Quick Tip

For constitutional law questions, it's crucial to remember not just the articles but also the landmark Supreme Court judgments and constitutional amendments associated with them. Connecting a specific "rule" or "doctrine" to its corresponding article and amendment is a common question pattern.

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2. In pretended bidding, sale is

(A) illegal
(B) voidable at the option of the seller
(C) voidable at the option of the buyer
(D) valid

Correct Answer: (C) voidable at the option of the buyer

Solution:

Step 1: Understanding the Question:
The question asks about the legal status of a sale where "pretended bidding" has occurred. Pretended bidding, also known as "puffing," is the practice of the seller or someone on their behalf bidding in an auction to artificially inflate the price.

Step 2: Key Concept:
This issue is governed by the Sale of Goods Act, 1930, specifically Section 64, which deals with auction sales.

Step 3: Detailed Explanation:
Section 64(3) of the Sale of Goods Act, 1930, states that the seller has a right to bid at an auction only if such a right is expressly reserved.
Section 64(6) specifies that if the seller makes use of pretended bidding to raise the price, without expressly reserving the right to bid, the sale is to be treated as fraudulent by the buyer.
A contract induced by fraud is voidable at the option of the party whose consent was so caused (in this case, the buyer). The buyer can choose to either rescind the contract or affirm it.
Therefore, the sale is not illegal or valid; it is voidable at the option of the buyer.

Step 4: Final Answer:
According to Section 64 of the Sale of Goods Act, 1930, a sale involving unannounced pretended bidding by the seller is considered fraudulent, making it voidable at the option of the buyer. Thus, option (C) is correct.

Quick Tip

Remember the distinction between 'void', 'voidable', and 'illegal' contracts. A voidable contract is valid until the aggrieved party chooses to cancel it. This concept is central to topics like fraud, misrepresentation, coercion, and undue influence.

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3. An Additional Director in a company can be appointed in the

(A) Statutory Meeting
(B) Annual General Meeting
(C) Board Meeting
(D) None of the above

Correct Answer: (C) Board Meeting

Solution:

Step 1: Understanding the Question:
The question asks about the appropriate forum or meeting where an Additional Director of a company can be appointed.

Step 2: Key Concept:
The appointment of directors is governed by the Companies Act, 2013. Specifically, Section 161 deals with the appointment of Additional Directors, Alternate Directors, and Nominee Directors.

Step 3: Detailed Explanation:
According to Section 161(1) of the Companies Act, 2013, the Articles of Association of a company may confer on its Board of Directors the power to appoint any person as an additional director.
This power is exercised by the Board of Directors by passing a resolution at a duly convened Board Meeting.
An Additional Director holds office only up to the date of the next annual general meeting or the last date on which the annual general meeting should have been held, whichever is earlier.
The appointment is made by the Board, not by the shareholders in a general meeting (like an AGM) or a statutory meeting (which is no longer mandatory for private companies and only held once for public companies).

Step 4: Final Answer:
The power to appoint an Additional Director is vested with the Board of Directors, and this power is exercised at a Board Meeting. Therefore, option (C) is the correct answer.

Quick Tip

In company law, distinguish between powers of the Board of Directors and powers of the Shareholders (exercised in General Meetings). Director appointments are a key area. While regular directors are appointed at the AGM, additional, alternate, and casual vacancy directors are typically appointed by the Board.

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4. A Muslim wife can relinquish her Mahr (Dower) when she

(A) is a minor
(B) has attained the age of puberty
(C) is not less than 18 years of age
(D) is not less than 21 years of age

Correct Answer: (B) has attained the age of puberty

Solution:

Step 1: Understanding the Question:
The question asks for the condition under which a Muslim wife is competent to give up her right to Mahr (dower).

Step 2: Key Concept:
This question relates to the capacity to contract and make legally binding decisions under Muslim Personal Law. In Muslim law, the attainment of puberty signifies the attainment of majority for certain acts, including marriage and decisions related to Mahr.

Step 3: Detailed Explanation:
Mahr or dower is a sum of money or other property which the wife is entitled to receive from the husband in consideration of the marriage. It is an essential element of a Muslim marriage. A Muslim wife has the right to relinquish her dower, either wholly or in part. This is known as 'Hiba-e-Mahr'.
For a Muslim female to be competent to relinquish her Mahr, she must have attained the age of puberty. Under Muslim law, puberty is the age of majority. The age of majority under the Indian Majority Act, 1875 (which is 18 years) does not apply to matters of marriage, dower, and divorce for Muslims.
Puberty is presumed to be attained at the age of 15 years, but it can be established by evidence that a girl attained it earlier. Therefore, the key legal requirement is the attainment of puberty, not a specific chronological age like 18 or 21.

Step 4: Final Answer:
Under Muslim Personal Law, a wife who has attained puberty is considered competent to make a valid remission or relinquishment of her Mahr. Thus, option (B) is correct.

Quick Tip

For questions on personal laws (like Hindu Law, Muslim Law), be aware that the concept of 'majority' and 'capacity' can differ from the general law (like the Indian Majority Act or Indian Contract Act). Always apply the specific rules of the personal law in question.

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5. Which one of the following does not amount to fraud ?

(A) Active concealment of a fact.
(B) A promise made without any intention of performing it.
(C) Suggestion as to a fact, which is not true, by one who does not believe it to be true.
(D) A representation made without knowing it to be false, honestly believing it to be true.

Correct Answer: (D) A representation made without knowing it to be false, honestly believing it to be true.

Solution:

Step 1: Understanding the Question:
The question asks to identify which of the given options does not constitute "fraud" under the Indian Contract Act, 1872.

Step 2: Key Concept:
The definition of "Fraud" is given in Section 17 of the Indian Contract Act, 1872. The definition of "Misrepresentation" is given in Section 18. The key difference is the intention to deceive.

Step 3: Detailed Explanation:
Let's analyze the options based on Section 17 of the Indian Contract Act:
(A) **Active concealment of a fact** (*suppressio veri*): This is explicitly mentioned in Section 17(2) as an act amounting to fraud.
(B) **A promise made without any intention of performing it**: This is explicitly mentioned in Section 17(3) as an act amounting to fraud.
(C) **Suggestion as to a fact, which is not true, by one who does not believe it to be true** (*suggestio falsi*): This is explicitly mentioned in Section 17(1) as an act amounting to fraud. This involves knowingly making a false statement.
(D) **A representation made without knowing it to be false, honestly believing it to be true**: This is the definition of "innocent misrepresentation" as defined in Section 18(1) of the Indian Contract Act. Since the person making the statement honestly believes it to be true, the intention to deceive (a key element of fraud) is absent.

Step 4: Final Answer:
Options (A), (B), and (C) are all specific instances of fraud as defined in Section 17. Option (D) describes misrepresentation, not fraud. Therefore, option (D) is the correct answer.

Quick Tip

The core distinction between Fraud (Section 17) and Misrepresentation (Section 18) in contract law is 'intent'. Fraud involves an intention to deceive, while misrepresentation is an innocent or negligent false statement. This distinction is crucial for determining the remedies available to the aggrieved party.

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6. The basic condition for transfer of property in unascertained goods is that

(A) Seller must have produced or purchased the goods
(B) Goods must be defined by description
(C) Goods must be ascertained and appropriated
(D) Buyer must receive a sample of the goods

Correct Answer: (C) Goods must be ascertained and appropriated

Solution:

Step 1: Understanding the Question:
The question asks for the fundamental requirement for the ownership (property) of unascertained goods to be transferred from the seller to the buyer.

Step 2: Key Concept:
This is governed by the Sale of Goods Act, 1930. The key principle is encapsulated in Section 18 and Section 23 of the Act.

Step 3: Detailed Explanation:
Unascertained goods are goods that are not specifically identified at the time of making the contract of sale. For example, an order for "100 bags of wheat" from a warehouse containing 10,000 bags.
Section 18 of the Sale of Goods Act, 1930, lays down the fundamental rule: "Where there is a contract for the sale of unascertained goods, no property in the goods is transferred to the buyer unless and until the goods are ascertained."
Ascertainment is the process of identifying and setting apart the goods that are the subject matter of the contract.
Section 23(1) further adds the condition of **appropriation**. It states that for unascertained or future goods sold by description, the property passes to the buyer when goods of that description and in a deliverable state are unconditionally appropriated to the contract, either by the seller with the assent of the buyer or by the buyer with the assent of the seller.
Therefore, the two crucial steps are ascertainment (identifying the goods) and appropriation (applying them irrevocably to the contract).

Step 4: Final Answer:
The basic condition for the transfer of property in unascertained goods is that the goods must

be ascertained and appropriated to the contract. Option (C) correctly states this principle.

Quick Tip

In Sale of Goods Act questions, always differentiate between 'specific goods' and 'unascertained goods'. The rules for the passing of property are entirely different for each category. For unascertained goods, the keyword to remember is "ascertainment and appropriation".

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7. As per the provisions of Section 52 of the Companies Act, 2013, the balance in the security premium account cannot be utilised for

(A) Issue of fully paid-up bonus shares
(B) Capital losses
(C) Payment of dividend
(D) Writing-off discount on issue of shares

Correct Answer: (C) Payment of dividend

Solution:

Step 1: Understanding the Question:
The question asks which of the given options is a prohibited use for the funds in a company's securities premium account, according to Section 52 of the Companies Act, 2013.

Step 2: Key Concept:
Section 52 of the Companies Act, 2013, governs the application of premiums received on the issue of shares. It specifies a list of permitted uses for the securities premium account. Any use outside this list is implicitly prohibited.

Step 3: Detailed Explanation:
According to Section 52(2) of the Companies Act, 2013, the securities premium account may be applied by the company for the following purposes:

(a) Towards the issue of unissued shares of the company to be issued to members of the company as fully paid bonus shares. **(Option A is a permitted use)**

(b) To write off the preliminary expenses of the company.

(c) To write off the expenses of, or the commission paid or discount allowed on, any issue of shares or debentures of the company. **(Option D is a permitted use)**

(d) To provide for the premium payable on the redemption of any redeemable preference shares or of any debentures of the company.

(e) For the purchase of its own shares or other securities under section 68 (buy-back).

The Act does not permit the use of the securities premium account for writing off capital losses (Option B) directly, though some of the permitted uses might indirectly offset certain types of losses. However, the most explicitly prohibited use among the options is the payment of dividends. Dividends can only be paid out of profits (as per Section 123) and securities premium is considered a capital receipt, not a distributable profit.

Step 4: Final Answer:
The payment of dividends is not a permitted use for the securities premium account under Section 52. Therefore, option (C) is the correct answer.

> Quick Tip
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> For company law questions about accounts and funds, it is best to memorize the specific lists of permitted uses provided in the Act, such as for the Securities Premium Account (Sec 52) or Capital Redemption Reserve (Sec 55). Questions often test on what is *not* on the list.

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8. For the purpose of taking cognizance of an offence under Section 138 of the Negotiable Instruments Act, who should make a complaint to the court ?

(A) the payee with the written permission of the drawee
(B) the payee or as the case may be, the holder in due course of the cheque
(C) any person who is affected can make a complaint
(D) none of the above

Correct Answer: (B) the payee or as the case may be, the holder in due course of the cheque

Solution:

Step 1: Understanding the Question:
The question asks who has the legal standing (*locus standi*) to file a complaint for the offence of dishonour of a cheque under Section 138 of the Negotiable Instruments Act, 1881.

Step 2: Key Concept:
The procedure for taking cognizance of offences under Chapter XVII of the Negotiable Instruments Act is laid down in Section 142 of the Act.

Step 3: Detailed Explanation:
Section 138 deals with the criminal offence of dishonour of a cheque for insufficiency of funds. Section 142(1)(a) of the Act specifies the conditions for a court to take cognizance of this offence. It states:
"Notwithstanding anything contained in the Code of Criminal Procedure, 1973,—
(a) no court shall take cognizance of any offence punishable under section 138 except upon a complaint, in writing, made by the **payee** or, as the case may be, the **holder in due course**

of the cheque;"
This provision is very specific. It limits the right to file a complaint to only two parties:
1. **The Payee**: The person named in the cheque to whom the money is to be paid.
2. **The Holder in Due Course**: A person who becomes the possessor of the cheque for consideration before it was overdue, without having sufficient cause to believe that any defect existed in the title of the person from whom he derived his title.

Step 4: Final Answer:
The statute explicitly names the payee or the holder in due course as the only persons competent to file a complaint under Section 138. Therefore, option (B) is the correct answer.

> **Quick Tip**
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> Questions related to the Negotiable Instruments Act, especially Section 138, are very common. Remember the key procedural requirements: the complaint must be in writing, filed by the payee or holder in due course, and filed within one month of the cause of action arising.

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9. Which of the following is a bailment plus agreement to sell ?

(A) Mortgage
(B) Hire purchase
(C) Pledge
(D) None of the above

Correct Answer: (B) Hire purchase

Solution:

Step 1: Understanding the Question:
The question asks to identify the type of transaction that has the characteristics of both a bailment and an agreement to sell.

Step 2: Key Concept:
Bailment: The delivery of goods by one person to another for some purpose, upon a contract that they shall, when the purpose is accomplished, be returned or otherwise disposed of according to the directions of the person delivering them. It involves a transfer of possession, not ownership.
Agreement to sell: A contract where the transfer of the property in the goods is to take place at a future time or subject to some condition thereafter to be fulfilled.

Step 3: Detailed Explanation:
Let's analyze the options:
(A) **Mortgage**: This is a transfer of an interest in specific immovable property for securing a

loan. It's not related to bailment or sale of goods.
(B) **Hire purchase**: In a hire purchase agreement, the owner of the goods lets them on hire to another person (the hirer) for a periodic payment. The hirer has possession of the goods, which constitutes a **bailment**. The agreement also includes a term that the hirer has an **option to purchase** the goods after paying a certain number of installments. This option to buy in the future is the element of an **agreement to sell**. Therefore, hire purchase is a combination of bailment and an agreement to sell.
(C) **Pledge**: This is a specific type of bailment where goods are delivered as security for payment of a debt. It is a bailment but does not inherently include an agreement to sell the goods to the pledgee (pawnee).

Step 4: Final Answer:
A hire purchase agreement is uniquely structured as a bailment of goods with an option for the hirer to purchase them later, which fits the description "bailment plus agreement to sell". Thus, option (B) is correct.

> **Quick Tip**
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> Understand the fundamental difference between a Sale and a Hire Purchase. In a sale, ownership passes immediately (or is intended to pass). In a hire purchase, ownership only passes when the hirer exercises their option to buy, usually after the last installment. Until then, the hirer is just a bailee.

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10. A Memorandum which contains the salient features that may be specified by the Securities and Exchange Board by making Regulations in this behalf is known as

(A) Deemed prospectus
(B) Abridged prospectus
(C) Red Herring Prospectus
(D) Shelf prospectus

Correct Answer: (B) Abridged prospectus

Solution:

Step 1: Understanding the Question:
The question asks for the specific name of a memorandum that summarizes the key features of a full prospectus, as specified by the Securities and Exchange Board of India (SEBI).

Step 2: Key Concept:
This question relates to the types of prospectuses defined under the Companies Act, 2013. A prospectus is a document used by companies to invite public subscriptions for its securities.

Step 3: Detailed Explanation:
Let's define the different types of prospectuses:
(A) **Deemed Prospectus (Section 25)**: Any document by which an offer for sale to the public is made is deemed to be a prospectus issued by the company.
(B) **Abridged Prospectus (Section 2(1))**: This is defined as "a memorandum containing such salient features of a prospectus as may be specified by the Securities and Exchange Board by making regulations in this behalf". Section 33 of the Act mandates that every application form for the purchase of any securities of a company must be accompanied by an abridged prospectus. This matches the question's description perfectly.
(C) **Red Herring Prospectus (Section 32)**: This is a prospectus that does not include complete particulars of the quantum or price of the securities offered. It is used in a book-building process.
(D) **Shelf Prospectus (Section 31)**: This is a prospectus issued by certain classes of companies for one or more issues of securities over a certain period without the issue of a further prospectus.

Step 4: Final Answer:
The definition provided in the question is the exact legal definition of an Abridged Prospectus as per Section 2(1) of the Companies Act, 2013. Thus, option (B) is the correct answer.

> **Quick Tip**
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> For capital markets and company law, it is essential to know the specific purpose of each type of prospectus (Shelf, Red Herring, Abridged, Deemed). Questions often test the precise definitions and applications as given in the Companies Act.

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11. The juristic concept of contract consists of

(A) Consideration and coercion
(B) Offer and acceptance
(C) Agreement and obligation
(D) Free consent and capacity

Correct Answer: (C) Agreement and obligation

Solution:

Step 1: Understanding the Question:
The question asks for the fundamental components that make up the legal or "juristic" concept of a contract.

Step 2: Key Concept:
The definition of a contract is given in Section 2(h) of the Indian Contract Act, 1872: "An

agreement enforceable by law is a contract."

Step 3: Detailed Explanation:
Let's break down the definition:
Agreement: Section 2(e) defines an agreement as "every promise and every set of promises, forming the consideration for each other." An agreement is formed by an offer and its acceptance (Option B).
Enforceable by law: This means the agreement must give rise to a legal **obligation**. An obligation is a legal duty to do or abstain from doing something. Not all agreements are contracts; only those that create legal obligations are. For example, a social agreement to go to dinner does not create a legal obligation.
Therefore, the two core pillars of the concept of a contract are an **Agreement** and the legal **Obligation** it creates.
Let's analyze the other options:
(A) Consideration and coercion: Consideration is an essential element, but coercion vitiates consent and makes a contract voidable. They are not the core components.
(B) Offer and acceptance: These are the components that form an agreement, which is only one part of a contract.
(D) Free consent and capacity: These are essential elements for a valid contract (Section 10), but they are conditions for the enforceability of the agreement, not the fundamental definition itself. The core concept is the combination of an agreement and its resulting legal obligation.

Step 4: Final Answer:
A contract is fundamentally an agreement that creates a legal obligation. Therefore, the juristic concept of a contract consists of Agreement and Obligation. Option (C) is the most accurate and complete description.

> Quick Tip
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> Remember the famous legal equation by Salmond: Agreement + Enforceability = Contract. This helps in distinguishing the core components from the essential elements required for validity (like free consent, capacity, lawful object, etc.).

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12. A supplies the wife and children of B, a lunatic, with necessaries suitable to their condition in life.

(A) A is entitled to be reimbursed from B's property.
(B) A is not entitled to be reimbursed from B's property.
(C) A is entitled to be given a share in B's property.
(D) None of these

Correct Answer: (A) A is entitled to be reimbursed from B's property.

Solution:

Step 1: Understanding the Question:
The question describes a situation where a person (A) supplies essential goods ('necessaries') to the dependents of a person incapable of contracting (B, a lunatic). It asks about A's right to recover the value of these supplies.

Step 2: Key Concept:
This scenario is governed by the principles of quasi-contracts, specifically Section 68 of the Indian Contract Act, 1872. A quasi-contract is an obligation imposed by law to prevent unjust enrichment.

Step 3: Detailed Explanation:
Section 68 of the Indian Contract Act, 1872, states:
"Claim for necessaries supplied to person incapable of contracting, or on his account.— If a person, incapable of entering into a contract, or any one whom he is legally bound to support, is supplied by another person with necessaries suited to his condition in life, the person who has furnished such supplies is entitled to be **reimbursed from the property** of such incapable person."
In this case:

- B is a lunatic, hence incapable of contracting.
- The wife and children are persons whom B is legally bound to support.
- A supplies them with "necessaries suitable to their condition in life."

Applying Section 68, A is legally entitled to be reimbursed for the value of the necessaries supplied. This reimbursement comes from the property of B, the lunatic. B is not personally liable, but his estate is.
Option (A) correctly states this right of reimbursement from B's property.
Option (C) is incorrect because the law allows for reimbursement, not a share in the property. A becomes a creditor to B's estate; he does not become a co-owner.

Step 4: Final Answer:
Based on Section 68 of the Indian Contract Act, 1872, A is entitled to be reimbursed from B's property. Therefore, option (A) is the legally correct answer.

Quick Tip

Quasi-contract questions (Sections 68-72 of the Contract Act) are common. Remember that the liability in these cases is not personal but is attached to the property of the person who has been unjustly enriched. For Section 68, the key terms are "necessaries," "person incapable of contracting," and "reimbursement from property."

13. The rule as to passing of property as laid down under Section 20 of the Sale of Goods Act, shall apply when

(A) the time of delivery of the goods is postponed
(B) the time of payment of price is postponed
(C) even the time of payment of price and the time of delivery of the goods are both postponed
(D) neither the time of payment of price nor the time of delivery of the goods is postponed

Correct Answer: (C) even the time of payment of price and the time of delivery of the goods are both postponed

Solution:

Step 1: Understanding the Question:
The question asks about the applicability of Section 20 of the Sale of Goods Act, 1930, concerning the transfer of property, specifically in relation to the timing of payment and delivery.

Step 2: Key Concept:
Section 20 of the Sale of Goods Act, 1930, deals with the passing of property in the case of a contract for the sale of **specific goods in a deliverable state**.

Step 3: Detailed Explanation:
Section 20 states:
"Specific goods in a deliverable state.— Where there is an unconditional contract for the sale of specific goods in a deliverable state, the property in the goods passes to the buyer when the contract is made, and it is immaterial whether the time of payment of the price or the time of delivery of the goods, or both, be postponed."
The rule establishes that for specific goods ready for delivery, ownership transfers at the moment the contract is made. The transfer of ownership is independent of the payment of price and the delivery of goods.
This means the rule applies even if:

- Only delivery is postponed (Option A).
- Only payment is postponed (Option B).
- Both payment and delivery are postponed (Option C).
- Neither is postponed (Option D).

The question asks when the rule *shall apply*. The most comprehensive option that highlights the core principle of Section 20 is that the rule applies *even if* both payment and delivery are postponed. This demonstrates the key point that passing of property is decoupled from payment and delivery in this specific scenario. Option (C) captures this essence most effectively.

Step 4: Final Answer:
According to Section 20, the passing of property occurs when the contract is made, irrespective of the postponement of payment or delivery or both. Therefore, the rule applies even when

both are postponed. Option (C) is the most fitting answer.

Quick Tip

For questions on the passing of property, first identify the type of goods: (1) Specific goods in a deliverable state (Sec 20), (2) Specific goods to be put into a deliverable state (Sec 21), (3) Specific goods in a deliverable state when price has to be ascertained (Sec 22), or (4) Unascertained goods (Sec 23). The applicable rule depends entirely on this classification.

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14. 'A' took an electric tandoor from B & Co. on rent. In the rent agreement there was a clause to the effect that the company shall not be liable for any personal injury to the hirer or to any other person while using it. However, due to the defect in the tandoor, his wife was injured. She brought an action against B & Co. Which one of the following is correct ?

(A) She cannot succeed but can claim damages from B & Co.
(B) She cannot succeed as there was no contract between her and the B & Co.
(C) She would succeed
(D) She cannot succeed due to exemption clause.

Correct Answer: (C) She would succeed

Solution:

Step 1: Understanding the Question:
The question presents a scenario involving a defective rented product, an exemption clause in the contract, and an injury to a third party (the hirer's wife). It asks whether the injured third party can successfully sue the rental company.

Step 2: Key Concept:
This problem involves the interplay of several legal principles:
1. **Privity of Contract**: A person who is not a party to a contract cannot sue upon it. The wife is not a party to the rental agreement.
2. **Tort of Negligence**: A person owes a duty of care to others who could foreseeably be harmed by their actions. A manufacturer or supplier of goods owes a duty to the ultimate consumer/user.
3. **Exemption Clauses**: Clauses that seek to limit or exclude liability. Courts interpret such clauses strictly, especially when they relate to personal injury or death due to negligence.

Step 3: Detailed Explanation:
(B) **Privity of Contract**: While it is true that the wife has no contract with B & Co., this only prevents her from suing for breach of contract. It does not prevent her from suing in tort. So, option (B) is an incomplete and incorrect conclusion.

(D) **Exemption Clause**: The exemption clause states the company is not liable for injury to the "hirer or to any other person." However, the wife is a third party. It is a well-established principle that a party cannot use an exemption clause in a contract to exclude liability for negligence towards a third party. Furthermore, such clauses purporting to exclude liability for causing injury due to defective products are often held to be unreasonable and against public policy.
(C) **Success in Tort**: The wife can bring an action in the tort of negligence. B & Co., as the supplier of the tandoor, owed a duty of care to all foreseeable users, which includes the hirer's family members like his wife. By supplying a defective tandoor, they breached this duty of care, and this breach directly caused her injury. This principle was famously established in the case of *Donoghue v. Stevenson*. Therefore, she would likely succeed in her claim for damages in tort. Option (A) is contradictory because if she can claim damages, she has succeeded.

Step 4: Final Answer:
Despite the lack of a contract and the presence of an exemption clause, the wife can sue B & Co. in the tort of negligence for supplying a defective product that caused her injury. She is a foreseeable user, and the company owes her a duty of care. Thus, she would succeed. Option (C) is the correct answer.

> Quick Tip
>
> Remember that the doctrine of privity of contract is not a defence against a claim in tort. If a defective product causes injury, the manufacturer or supplier can be held liable for negligence by the ultimate user, regardless of any contractual relationship.

---

15. Delivery of goods means

(A) Exchange of goods
(B) Compulsory transfer of possession
(C) Voluntary transfer of possession
(D) Voluntary transfer of ownership

Correct Answer: (C) Voluntary transfer of possession

Solution:

Step 1: Understanding the Question:
The question asks for the legal definition of "delivery" in the context of the sale of goods.

Step 2: Key Concept:
The definition of "delivery" is provided in the Sale of Goods Act, 1930.

Step 3: Detailed Explanation:
Section 2(2) of the Sale of Goods Act, 1930, defines delivery as:

"Delivery means **voluntary transfer of possession** from one person to another."
Let's analyze the key components and the other options:

- **Voluntary**: The transfer must be consensual, not forced or compulsory (ruling out option B).
- **Transfer of Possession**: Delivery is about the transfer of physical control and custody of the goods, not the transfer of legal title or ownership (ruling out option D). Transfer of ownership is a separate concept known as "passing of property."
- **Exchange of goods** (Option A) refers to a barter transaction, which is different from delivery itself.

The definition in the Act is precise and matches option (C) exactly.

Step 4: Final Answer:
The legal definition of delivery of goods is the voluntary transfer of possession. Therefore, option (C) is correct.

> **Quick Tip**
>
> In the Sale of Goods Act, clearly distinguish between 'delivery' (transfer of possession) and 'passing of property' (transfer of ownership). The two do not always happen at the same time. This distinction is fundamental to understanding the rights and liabilities of the buyer and seller.

---

16. The effect of insolvency of a partner in the absence of a contract to the contrary, is that

(A) The firm is also deemed insolvent
(B) The firm is reconstituted
(C) The firm is dissolved
(D) The firm is not automatically dissolved

Correct Answer: (C) The firm is dissolved

Solution:

Step 1: Understanding the Question:
The question asks about the legal consequence for a partnership firm when one of its partners is declared insolvent, assuming there is no agreement between the partners to handle this situation differently.

Step 2: Key Concept:
This is governed by the provisions on the dissolution of a firm under the Indian Partnership Act,

1932. Specifically, Section 42 deals with dissolution on the happening of certain contingencies.

Step 3: Detailed Explanation:

Section 42 of the Indian Partnership Act, 1932, is titled "Dissolution by the happening of certain contingencies." It states:

"Subject to contract between the partners a firm is dissolved—

...

(d) by the adjudication of a partner as an insolvent."

The opening words "Subject to contract between the partners" mean that the partners can agree beforehand that the insolvency of one partner will not lead to the dissolution of the firm (in which case the firm would be reconstituted with the remaining partners).

However, the question specifies "in the absence of a contract to the contrary." In such a situation, the default rule provided by the Act applies.

Therefore, according to Section 42(d), the adjudication of a partner as an insolvent leads to the compulsory dissolution of the entire firm.

Option (A) is incorrect; insolvency of a partner doesn't automatically make the firm insolvent.

Option (B) is what happens if there *is* a contract to the contrary.

Option (D) is incorrect as the dissolution is automatic under the law.

Step 4: Final Answer:

In the absence of an agreement stating otherwise, the insolvency of a partner leads to the automatic dissolution of the partnership firm. Thus, option (C) is correct.

> **Quick Tip**
>
> Many provisions in the Indian Partnership Act, 1932, are "subject to contract between the partners." This means the partners can override the default legal rule with their own agreement. Always check if the question mentions the presence or absence of such a contract.

---

17. The statement "an offer need not be made to an ascertained person, but no contract can arise until it has been accepted by an ascertained person" was made by

(A) Austin

(B) Anson

(C) Salmond

(D) Kelson

Correct Answer: (B) Anson

Solution:

Step 1: Understanding the Question:

The question asks to identify the jurist who made the given statement about the nature of an offer and acceptance in contract law.

Step 2: Key Concept:
The statement encapsulates the principle of a "general offer." A general offer is made to the public at large, but a contract is formed only with the specific person(s) who come forward and accept it by performing the required conditions.

Step 3: Detailed Explanation:
The statement is a famous dictum explaining the concept of a general offer, famously illustrated in the case of *Carlill v. Carbolic Smoke Ball Co.*
Sir William Anson, a renowned English jurist and author of the classic text "Principles of the English Law of Contract," is credited with this precise and widely quoted statement.
The statement clarifies two key points:
1. **Making the offer**: An offer can be made to the world at large (an unascertained group).
2. **Forming the contract**: A binding contract only comes into existence when a specific, identifiable person accepts that offer.
The other jurists mentioned are known for their contributions in other areas of jurisprudence (Austin and Kelson for legal positivism, Salmond for his general work on jurisprudence and torts), but this specific quote is famously attributed to Anson.

Step 4: Final Answer:
The given statement is a well-known quote from Anson's treatise on the law of contract. Therefore, option (B) is correct.

> **Quick Tip**
>
> For jurisprudence and legal theory questions, it's helpful to associate key jurists with their most famous theories or quotes. Anson is strongly associated with the English law of contract, and this quote is one of his most famous contributions to explaining general offers.

---

18. The principle 'de minimus non curat lex' means

(A) Law would not take action on small and trifling matter.
(B) Law does not ignore any act which causes the slightest harm.
(C) Law would not take action in serious matters.
(D) All of the above

Correct Answer: (A) Law would not take action on small and trifling matter.

Solution:

Step 1: Understanding the Question:
The question asks for the meaning of the Latin legal maxim 'de minimis non curat lex'.

Step 2: Key Concept:
This is a legal maxim used in both civil and criminal law to describe situations where the harm or violation is so minor that a court would not consider it worth judicial time.

Step 3: Detailed Explanation:
The literal translation of the Latin maxim is "The law does not concern itself with trifles."
This principle holds that the law should not get involved in extremely minor or insignificant disputes or infringements of a rule. The rationale is to prevent the clogging of courts with trivial matters and to avoid absurd results where a technical violation with no real harm is penalized.
Let's analyze the options:
(A) **Law would not take action on small and trifling matter**: This is the correct meaning of the maxim.
(B) **Law does not ignore any act which causes the slightest harm**: This is the opposite of the maxim's meaning.
(C) **Law would not take action in serious matters**: This is incorrect and absurd. The law's primary function is to deal with serious matters.
In India, this principle is reflected in Section 95 of the Indian Penal Code, which states that nothing is an offence if the harm it causes is so slight that no person of ordinary sense and temper would complain of such harm.

Step 4: Final Answer:
The maxim 'de minimis non curat lex' means that the law does not take notice of very small or trivial matters. Therefore, option (A) is the correct answer.

> **Quick Tip**
>
> Memorizing common Latin legal maxims is essential for law exams. Create flashcards with the maxim on one side and its meaning and an example (like Sec 95 of IPC for 'de minimis') on the other.

---

19. A, intending to cause theft instigates B, to take property belonging to Z out of the Z's position. A induces B to believe that property belongs to A. B takes the property out of Z's possession in good faith, believing it to be A's property. With reference to the above statement.
Assertion (A): A is guilty of abetment of theft even if B is innocent.
Reason (R): Liability of abettor is not dependent on the liability of the principal accused.

(A) Both A and R are true and R is correct explanation of A
(B) Both A and R are true but R is not correct explanation of A
(C) A is true but R is false
(D) A is false but R is true.

Correct Answer: (A) Both A and R are true and R is correct explanation of A

Solution:

Step 1: Understanding the Question:
The question presents an Assertion and a Reason related to the concept of abetment in criminal law. We need to evaluate the truth of both statements and determine if the Reason correctly explains the Assertion.
Scenario: A instigates an innocent person (B) to commit an act that would be theft if done with a guilty mind. B, lacking a guilty mind (*mens rea*), does not commit theft. The question is about A's liability.

Step 2: Key Concept:
This problem is governed by the principles of abetment under the Indian Penal Code, 1860, particularly Section 108.

Step 3: Detailed Explanation:
Analysis of Assertion (A): "A is guilty of abetment of theft even if B is innocent."
Theft requires dishonest intention. Here, B acts in good faith, so B has no dishonest intention and is innocent of theft.
However, A's intention was to cause theft. A instigated B to perform the act.
Explanation 2 to Section 108 of the IPC states: "To constitute the offence of abetment it is not necessary that the act abetted should be committed, or that the effect requisite to constitute the offence should be caused."
Explanation 3 to Section 108 states: "It is not necessary that the person abetted should be capable by law of committing an offence, or that he should have the same guilty intention or knowledge as that of the abettor, or any guilty intention or knowledge."
Based on these explanations, A's guilt as an abettor is established by his own guilty intention and act of instigation, regardless of B's innocence. Therefore, Assertion (A) is true.

Analysis of Reason (R): "Liability of abettor is not dependent on the liability of the principal accused."
This statement represents the core principle underlying Explanations 2 and 3 of Section 108. The crime of abetment is a substantive, standalone offence. The abettor's liability is judged based on their own mens rea and actus reus (the abetment itself). Whether the person abetted is convicted, acquitted, or even capable of committing the crime is immaterial to the abettor's guilt. Therefore, Reason (R) is also a true statement of law.

Connecting A and R:
Does R explain A? Yes. The reason why A is guilty even though B is innocent is precisely because the liability of the abettor (A) is independent of the liability of the person abetted (B). The law judges A on his own merits. Thus, R is the correct explanation for A.

Step 4: Final Answer:
Both Assertion (A) and Reason (R) are true, and Reason (R) correctly explains Assertion (A).

Therefore, option (A) is the correct choice.

Quick Tip

For Assertion-Reason questions, follow a three-step process: (1) Check if the Assertion is true. (2) Check if the Reason is true. (3) If both are true, check if the Reason correctly explains the Assertion by asking "Why is the Assertion true?" If the answer is the Reason, then (A) is the correct option.

---

20. In respect of a Limited Liability Partnership firm, which one of the following is not a requisite feature ?

(A) internal governance may be decided by mutual agreement among partners
(B) it is a corporate body with perpetual succession
(C) partners should be less than 20
(D) partnership and management need not be separate

Correct Answer: (C) partners should be less than 20

Solution:

Step 1: Understanding the Question:
The question asks to identify which of the given options is NOT a feature of a Limited Liability Partnership (LLP) as per the Limited Liability Partnership Act, 2008.

Step 2: Key Concept:
The features of an LLP are defined in the Limited Liability Partnership Act, 2008. An LLP is a hybrid business structure that combines features of a partnership and a company.

Step 3: Detailed Explanation:
Let's analyze the features listed in the options:
(A) **Internal governance may be decided by mutual agreement**: This is a key feature of an LLP. The rights and duties of partners are governed by the LLP Agreement. This is true.
(B) **It is a corporate body with perpetual succession**: Section 3 of the LLP Act, 2008, explicitly states that an LLP is a body corporate with a legal entity separate from that of its partners and has perpetual succession. This is true.
(C) **Partners should be less than 20**: This is incorrect. The LLP Act, 2008 (Section 6) requires a minimum of two partners but prescribes **no maximum limit** on the number of partners. The limit of 20 partners was a feature of old partnership law under the Companies Act, 1956 (now the limit is 50 for partnerships under the Companies Act, 2013), but it does not apply to LLPs. Since this statement is false, it is not a feature of an LLP.
(D) **Partnership and management need not be separate**: In an LLP, the partners themselves can directly manage the business, unlike in a large company where there is often a separation between the owners (shareholders) and management (Board of Directors). This is

true.

Step 4: Final Answer:
The statement that partners in an LLP should be less than 20 is incorrect. There is no maximum limit on the number of partners in an LLP. Therefore, this is not a requisite feature of an LLP. Option (C) is the correct answer.

> **Quick Tip**
>
> When studying different business structures (sole proprietorship, partnership, LLP, company), create a comparison table highlighting key features like legal status, liability, minimum/maximum members, governance, and succession. This makes it easier to spot the differences, which are often tested in exams.

---

21. Which of the following is not an offence ?
(A) Suicide
(B) Attempt to commit suicide
(C) Murder
(D) Attempt to murder

Correct Answer: (A) Suicide

Solution:
Step 1: Understanding the Question:
The question asks to identify which of the given options is not considered a criminal offence under Indian law.

Step 2: Key Concept:
An act is considered an offence only if it is punishable by law. We need to analyze the legal status of each option.

Step 3: Detailed Explanation:
(A) **Suicide:** The act of suicide is not an offence in India. The primary reason is that the person who commits the act is deceased, and therefore, cannot be subjected to any legal proceedings or punishment. Law cannot punish a dead person.

(B) **Attempt to commit suicide:** This was historically an offence under Section 309 of the Indian Penal Code (IPC). However, the Mental Healthcare Act, 2017, significantly changed its applicability. Section 115 of this Act presumes that a person attempting suicide is under severe stress and should not be punished. While Section 309 of the IPC was not explicitly repealed, its use was heavily restricted. Subsequently, the new Bharatiya Nyaya Sanhita (BNS), 2023, which replaced the IPC, has removed the general provision criminalizing suicide attempts, effectively decriminalizing it under normal circumstances.

(C) **Murder:** Murder is a grave offence defined under Section 300 of the IPC and is punishable under Section 302 of the IPC.

(D) **Attempt to murder:** Attempt to murder is also a serious offence, punishable under Section 307 of the IPC.

Comparing the options, suicide is the only act that is not and has never been classified as an offence for which a person could be punished.

Step 4: Final Answer:
Based on the legal principles, suicide is not an offence because the perpetrator cannot be prosecuted. The other options are recognized offences under the law, although the stance on "attempt to commit suicide" has evolved towards decriminalization.

> **Quick Tip**
>
> In criminal law, for an act to be an offence, there must be a law that prohibits it and provides for a punishment. Since a person who has committed suicide is deceased, they are beyond the reach of the law, making the act itself non-punishable and hence not an offence.

---

22. In which provision of Indian Penal Code the definition of 'valuable security' is explained ?
(A) Section 29
(B) Section 30
(C) Section 31
(D) Section 13

Correct Answer: (B) Section 30

Solution:
Step 1: Understanding the Question:
The question asks to identify the specific section of the Indian Penal Code (IPC), 1860, that defines the term 'valuable security'.

Step 2: Key Concept:
The Indian Penal Code contains a chapter on "General Explanations" (Chapter II) which defines various terms used throughout the code. We need to locate the definition of 'valuable security' within these sections.

Step 3: Detailed Explanation:
Let's examine the relevant sections:

- **Section 29 of IPC** defines the term "document".

- **Section 30 of IPC** defines "valuable security". It states, "The words 'valuable security' denote a document which is, or purports to be, a document whereby any legal right is created, extended, transferred, restricted, extinguished or released, or whereby any person acknowledges that he lies under legal liability, or has not a certain legal right."
- **Section 31 of IPC** defines "a will".
- **Section 13 of IPC** originally defined "Queen" but was repealed by the Adaptation of Laws Order, 1950.

Thus, the correct provision that defines 'valuable security' is Section 30.

Step 4: Final Answer:
The definition of 'valuable security' is provided in Section 30 of the Indian Penal Code.

> **Quick Tip**
>
> For law exams, it is crucial to remember the section numbers for key definitions in major acts like the IPC, Indian Contract Act, and Constitution. Creating flashcards for important sections and their corresponding topics can be a very effective revision technique.

---

23. Under which of the following condition(s) a writ of mandamus can be granted? Give correct answer using the codes:
A. There must be a public duty
B. There must be a specific demand and refusal
C. There must be a clear right to enforce the duty
D. The right must be subsisting on the date of the petition
Codes:
(A) All A, B, C and D are correct
(B) Only A, B and C are correct
(C) Only A and C are correct
(D) Only A and B are correct

Correct Answer: (A) All A, B, C and D are correct

Solution:
Step 1: Understanding the Question:
The question asks for the essential conditions that must be fulfilled for a court to issue a writ of mandamus.

Step 2: Key Concept:
A writ of mandamus is a judicial remedy in the form of an order from a higher court to any government, subordinate court, corporation, or public authority to do some specific act which that body is obliged under law to do, and which is in the nature of public duty, and in certain

cases one of a statutory duty.

Step 3: Detailed Explanation:
The grant of a writ of mandamus is discretionary but is governed by well-established principles. The following conditions must be satisfied:

- **A. There must be a public duty:** The duty must be of a public or quasi-public nature. Mandamus does not lie for a private duty. The duty must be imposed by statute, common law, or some rule of law.
- **B. There must be a specific demand and refusal:** The petitioner must have made a distinct demand to the authority to perform its duty, and the authority must have refused to comply. This is a prerequisite for the writ.
- **C. There must be a clear right to enforce the duty:** The petitioner must have a clear, established legal right to the performance of the duty. The right must be a legal right, not a discretionary one.
- **D. The right must be subsisting on the date of the petition:** The legal right of the petitioner must be existing and valid on the date the writ petition is filed.

All four statements (A, B, C, and D) represent fundamental and cumulative conditions for the issuance of a writ of mandamus. The absence of any of these conditions would typically lead to the rejection of the petition.

Step 4: Final Answer:
All the conditions listed (A, B, C, and D) are necessary for a writ of mandamus to be granted. Therefore, the correct option is that all are correct.

> Quick Tip
>
> Remember the five types of writs under the Indian Constitution: Habeas Corpus, Mandamus, Certiorari, Prohibition, and Quo Warranto. For Mandamus, think "We Command" - it commands a public authority to perform its official duty.

---

24. Protection of the lakes is an objective expressly stated in which one of the following ?
(A) Fundamental Duties
(B) Directive Principles of State Policy
(C) Fundamental Rights
(D) Eleventh Schedule of the Constitution

Correct Answer: (A) Fundamental Duties

Solution:
Step 1: Understanding the Question:

The question asks to identify where in the Indian Constitution the "protection of lakes" is explicitly mentioned as an objective.

Step 2: Key Concept:
We need to examine the provisions of Fundamental Duties, Directive Principles of State Policy (DPSP), Fundamental Rights, and the Eleventh Schedule to find an explicit mention of the protection of lakes.

Step 3: Detailed Explanation:

- **Fundamental Duties (Part IV-A):** Article 51A of the Constitution lists the Fundamental Duties of citizens. Specifically, **Article 51A(g)** states that it shall be the duty of every citizen of India "to protect and improve the natural environment including forests, **lakes**, rivers and wild life, and to have compassion for living creatures." This clause contains an express mention of protecting lakes.
- **Directive Principles of State Policy (Part IV):** Article 48A deals with the protection and improvement of the environment and safeguarding of forests and wildlife. It obliges the State to protect and improve the environment. While this is related, Article 51A(g) is more direct and explicit about lakes and applies to citizens.
- **Fundamental Rights (Part III):** Article 21 (Right to Life) has been interpreted by the judiciary to include the right to a clean and healthy environment. However, there is no express statement about the protection of lakes within the text of Fundamental Rights.
- **Eleventh Schedule:** This schedule, added by the 73rd Amendment Act, lists the subjects within the purview of Panchayats. While it includes items like minor irrigation, water management, and social forestry, it does not contain a direct and express statement on the "protection of lakes" in the same way as Article 51A(g).

The most explicit and direct statement is found in the Fundamental Duties.

Step 4: Final Answer:
The protection of lakes is expressly stated as an objective in the Fundamental Duties under Article 51A(g) of the Constitution of India.

> **Quick Tip**
>
> Environmental protection is a theme found in both Directive Principles (Article 48A - duty of the State) and Fundamental Duties (Article 51A(g) - duty of the citizen). Remember that Article 51A(g) specifically lists "forests, lakes, rivers and wild life".

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25. A continuing guarantee is applicable to
(A) A specific transaction
(B) A series of transactions
(C) Any number of transactions

(D) Reasonable number of transactions

Correct Answer: (B) A series of transactions

Solution:
Step 1: Understanding the Question:
The question asks about the scope of a "continuing guarantee".

Step 2: Key Concept:
The concept of a continuing guarantee is defined in the Indian Contract Act, 1872. We need to refer to the specific legal definition.

Step 3: Detailed Explanation:
Section 129 of the Indian Contract Act, 1872, defines a continuing guarantee. It states: "A guarantee which extends to **a series of transactions** is called a 'continuing guarantee'."

Let's analyze the options based on this definition:

- (A) A specific transaction: This is incorrect. A guarantee for a single, specific transaction is called a specific or simple guarantee, not a continuing one.
- (B) A series of transactions: This directly matches the definition provided in Section 129. For example, a guarantee for all bills discounted by a bank for a person over a year.
- (C) Any number of transactions: While a continuing guarantee can cover many transactions, the precise legal phrasing is "a series of transactions". This implies an ongoing course of dealing.
- (D) Reasonable number of transactions: The term "reasonable" is subjective and not used in the legal definition.

The most accurate and legally correct answer is "a series of transactions".

Step 4: Final Answer:
According to Section 129 of the Indian Contract Act, 1872, a continuing guarantee is applicable to a series of transactions.

> **Quick Tip**
>
> In contract law, always stick to the precise terminology used in the statute. "A series of transactions" is the exact phrase from Section 129 of the Indian Contract Act, making it the most accurate answer over similar-sounding options.

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26. There is a school of jurisprudence which attempts to identify purpose of law and the measures and manners in which they are fulfilled. What is this approach

known as ?
(A) Realist School
(B) Sociological School
(C) Analytical School
(D) Philosophical School

Correct Answer: (B) Sociological School

Solution:
Step 1: Understanding the Question:
The question describes a school of jurisprudence that focuses on the 'purpose of law' and how it is fulfilled in practice. This implies a focus on the function of law in society.

Step 2: Key Concept:
Jurisprudence has several schools of thought, each with a different perspective on the nature and function of law. We need to match the given description with the core idea of one of the schools listed.

Step 3: Detailed Explanation:

- **Analytical School (or Positivism):** This school, associated with jurists like Austin and Hart, is concerned with law 'as it is' (lex lata), not 'as it ought to be' (de lege ferenda). It focuses on the formal structure, sources, and concepts of law, rather than its purpose or social function.
- **Sociological School:** This school views law as a social phenomenon. It studies the relationship between law and society, focusing on the actual effects of legal institutions and doctrines. Jurists like Roscoe Pound emphasized the idea of "law in action" and "social engineering," which directly relates to identifying the purpose of law (satisfying social wants) and ensuring it is fulfilled effectively.
- **Realist School:** While related to the sociological school, the Realist school is more radical. It focuses on the decisions of judges and predicts how they will decide cases. It emphasizes what courts 'do in fact' rather than abstract rules. It is less concerned with the grand 'purpose' of law as a whole and more with the practical realities of adjudication.
- **Philosophical School (or Natural Law School):** This school is concerned with the relationship between law and morality. It seeks to establish universal principles of justice and fairness that law should conform to. It is more about the ideal purpose of law (justice, ethics) rather than the practical measures of its fulfillment in society.

The description in the question, which highlights identifying the "purpose of law and the measures and manners in which they are fulfilled," aligns perfectly with the central tenets of the Sociological School.

Step 4: Final Answer:
The approach described is known as the Sociological School of jurisprudence.

Quick Tip

To differentiate between jurisprudential schools:

- **Analytical** = What law *is*.
- **Philosophical** = What law *ought to be*.
- **Sociological** = What law *does* in society.
- **Realist** = What judges *do*.

---

27. The disputes arising as to ordinary matters connected with the business can be decided by
(A) Decision of Court
(B) Consent of all the partners unanimously
(C) Consent of majority partners
(D) Consent of the working partners

Correct Answer: (C) Consent of majority partners

Solution:
Step 1: Understanding the Question:
The question asks how decisions are made regarding 'ordinary matters' in a partnership business.

Step 2: Key Concept:
This is governed by the provisions of the Indian Partnership Act, 1932, which outlines the rights and duties of partners. The partnership deed can modify these provisions, but in its absence, the Act applies.

Step 3: Detailed Explanation:
Section 12 of the Indian Partnership Act, 1932, deals with the conduct of the business. Specifically, **Section 12(c)** states:
"any difference arising as to **ordinary matters** connected with the business may be decided by a **majority of the partners**, and every partner shall have the right to express his opinion before the matter is decided, but no change may be made in the nature of the business without the consent of all the partners".

Based on this provision:

- (A) Decision of Court: Courts are approached when there is a legal dispute that partners cannot resolve, not for day-to-day ordinary matters.
- (B) Consent of all the partners unanimously: Unanimous consent is required for fundamental matters, such as changing the nature of the business, not for ordinary matters.

- (C) Consent of majority partners: This is the correct procedure for deciding ordinary business matters as per the Act.
- (D) Consent of the working partners: The Act gives decision-making rights to all partners (unless the partnership deed states otherwise), not just the working partners.

Step 4: Final Answer:
Disputes concerning ordinary matters in a partnership can be decided by the consent of the majority of the partners.

Quick Tip

Remember the distinction in partnership law:

- **Ordinary matters** = Majority decision.
- **Fundamental matters** (e.g., changing the business nature) = Unanimous decision.

This principle applies unless the partnership deed specifies a different method.

---

28. Marriage of the Muslim woman with a non-muslim man shall be
(A) Valid
(B) Irregular
(C) Void
(D) None of the above

Correct Answer: (B) Irregular

Solution:
Step 1: Understanding the Question:
The question asks about the legal status of a marriage between a Muslim woman and a non-Muslim man under Muslim personal law.

Step 2: Key Concept:
Under Muslim law, especially Hanafi jurisprudence, marriages are classified into three categories: valid (sahih), void (batil), and irregular (fasid). The classification depends on whether the conditions of marriage are fulfilled or if there are certain prohibitions.

Step 3: Detailed Explanation:

- A **valid (sahih)** marriage is one that fulfills all the legal requirements and confers all rights and obligations.
- A **void (batil)** marriage is a nullity from the beginning. It is an unlawful connection that creates no rights or obligations. This typically occurs in cases of absolute prohibitions, like marrying a close blood relative.

- An **irregular (fasid)** marriage is one that is not lawful in itself but is not entirely void. It suffers from a temporary or relative prohibition. The marriage can be regularized by removing the impediment. For example, marrying a fifth wife is irregular because the impediment can be removed by divorcing one of the first four.

The marriage of a Muslim woman (Muslima) with a non-Muslim man is a subject of prohibition. Under Sunni (particularly Hanafi) law:

- A Muslim man can marry a *Kitabia* (a woman from a religion with a revealed book, like Christianity or Judaism). Such a marriage is valid.
- However, a Muslim woman is prohibited from marrying a non-Muslim man, regardless of whether he is a *Kitabi* or not.

This prohibition is considered relative, not absolute. Therefore, under Hanafi law, such a marriage is classified as **irregular (fasid)**, not void (batil). It has certain legal consequences (like legitimacy of children) until it is terminated. In Shia law, such a marriage is generally considered void (batil). However, in the context of general competitive exams in India which often default to Hanafi law, 'irregular' is the most appropriate answer.

Step 4: Final Answer:
The marriage of a Muslim woman with a non-Muslim man is considered irregular (fasid) under Hanafi school of Muslim law.

Quick Tip

Remember the key difference in inter-faith marriage rules under traditional Muslim law:

- **Muslim Man + Kitabia (Christian/Jew) Woman** → Valid
- **Muslim Woman + Non-Muslim Man** → Irregular (Fasid) under Hanafi law / Void (Batil) under Shia law.

For exams, 'Irregular' is the common answer for the second case.

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29. The first case on the 'doctrine of frustration' as decided by the Supreme Court of India is:
(A) Satyabrata Ghose v. Mugneeram Bangur
(B) Raja Dhuruv Dev Chand v. Raja Harmohinder Singh
(C) Basanti Bastralaya v. River Steam Navigation Co. Ltd.
(D) Sushila Devi v. Hari Singh

Correct Answer: (A) Satyabrata Ghose v. Mugneeram Bangur

Solution:
Step 1: Understanding the Question:

The question asks to identify the first landmark case decided by the Supreme Court of India that deals with the 'doctrine of frustration' of contract.

Step 2: Key Concept:
The doctrine of frustration, codified in Section 56 of the Indian Contract Act, 1872, deals with the impossibility of performance of a contract. It provides that a contract becomes void when its performance becomes impossible or unlawful due to a supervening event which was not contemplated by the parties at the time of entering into the contract.

Step 3: Detailed Explanation:
The case of **Satyabrata Ghose v. Mugneeram Bangur & Co., AIR 1954 SC 44** is widely regarded as the most authoritative and foundational judgment by the Supreme Court of India on the doctrine of frustration. In this case, the Court explained the scope and application of Section 56 of the Indian Contract Act. It clarified that the word "impossible" in Section 56 should not be interpreted literally but in a practical sense. It encompasses situations where performance becomes impracticable or useless from the point of view of the object and purpose of the contract.
The other cases listed also deal with the doctrine of frustration, but *Satyabrata Ghose* is the pioneering Supreme Court decision that laid down the fundamental principles for its application in India.

Step 4: Final Answer:
The first and most seminal case on the 'doctrine of frustration' decided by the Supreme Court of India is Satyabrata Ghose v. Mugneeram Bangur.

> Quick Tip
>
> For law exams, it's essential to remember landmark cases associated with key legal doctrines. *Satyabrata Ghose v. Mugneeram Bangur* is the go-to case for the Doctrine of Frustration (Section 56, Indian Contract Act) in India.

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30. Lower Courts of India are bound by the decisions of higher courts. This means that the lower courts are bound by:
(A) All the points which were touched upon by the higher court in its decision.
(B) Both ratio decidendi and obiter dicta of the judgement of the higher court.
(C) Only the ratio decidendi of the judgement of the higher court
(D) Only the obiter dicta of the judgement of the higher court.

Correct Answer: (C) Only the ratio decidendi of the judgement of the higher court

Solution:
Step 1: Understanding the Question:
The question is about the doctrine of precedent (*stare decisis*) in the Indian legal system and

asks which part of a higher court's judgment is binding on lower courts.

Step 2: Key Concept:
A judicial decision has two main parts:

- **Ratio Decidendi:** This is the Latin term for "the reason for the decision." It is the legal principle or rule of law upon which the court's decision is founded. This is the binding part of the judgment.
- **Obiter Dictum:** This is the Latin term for "a thing said by the way." It refers to remarks, opinions, or observations made by a judge that are not essential to the decision of the case. These are not binding on lower courts, although they may have persuasive value.

Step 3: Detailed Explanation:
The doctrine of precedent, as followed in India under Article 141 of the Constitution (which makes the law declared by the Supreme Court binding on all courts), dictates that it is the *ratio decidendi* of a judgment that constitutes the binding precedent. Lower courts are obligated to follow the legal reasoning that was necessary for the outcome of the case decided by the higher court.

- (A) All points touched upon: This is incorrect. Many points may be discussed, but only the core legal reasoning is binding.
- (B) Both ratio and obiter: This is incorrect. Obiter dicta are not binding.
- (C) Only the ratio decidendi: This is correct. The binding element of a precedent is its ratio decidendi.
- (D) Only the obiter dicta: This is incorrect. Obiter dicta are explicitly non-binding.

Step 4: Final Answer:
Lower courts are bound only by the *ratio decidendi* of the judgement of the higher court.

Quick Tip

Remember the simple distinction: **Ratio** = **R**easoning that is **R**equired for the decision (Binding). **Obiter** = **O**ther things said (Persuasive, but not binding).

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31. Which one of the following would fall outside the scope of implied authority ?

(A) Taking loan by pledging goods of the firm
(B) Submit disputes for arbitration
(C) Accepting Bills of Exchange on behalf of the firm
(D) Settle accounts with customers

Correct Answer: (B) Submit disputes for arbitration

Solution:

Step 1: Understanding the Question:
The question asks to identify which of the given actions is not covered under the 'implied authority' of a partner in a partnership firm.

Step 2: Key Concept:
Implied authority of a partner refers to the authority to bind the firm by acts done in the usual course of the firm's business. The Indian Partnership Act, 1932, in Section 19, defines this authority. Section 19(2) explicitly lists certain acts that are outside the scope of a partner's implied authority, unless there is a usage or custom of trade to the contrary or an express authority is given.

Step 3: Detailed Explanation:
Let's analyze the options based on Section 19 of the Indian Partnership Act, 1932:
(A) **Taking a loan by pledging goods of the firm:** This is generally within the implied authority of a partner in a trading firm, as it is an act done in the usual course of business to raise capital.
(B) **Submit disputes for arbitration:** Section 19(2)(a) of the Act explicitly states that a partner has no implied authority to "submit a dispute relating to the business of the firm to arbitration". This requires express authority from all other partners.
(C) **Accepting Bills of Exchange on behalf of the firm:** For a trading firm, dealing with negotiable instruments like Bills of Exchange is a normal business activity and falls within the implied authority of a partner.
(D) **Settle accounts with customers:** This is a routine administrative and business task that is considered part of the usual course of business and is within a partner's implied authority.

Step 4: Final Answer:
Based on the explicit restriction mentioned in Section 19(2)(a), submitting disputes to arbitration falls outside the scope of a partner's implied authority. Therefore, option (B) is the correct answer.

> **Quick Tip**
>
> It is highly beneficial to memorize the specific restrictions on a partner's implied authority as listed in Section 19(2) of the Indian Partnership Act, 1932. These are frequently tested in law exams. The list includes: submitting a dispute to arbitration, opening a bank account on behalf of the firm in his own name, compromising or relinquishing any claim, withdrawing a suit, admitting any liability, acquiring immovable property, and transferring immovable property.

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32. An agreement is designated as 'criminal conspiracy', if

(A) Two or more person agree to do an illegal act.

(B) Some illegal act is done by all parties to such agreement in pursuance thereof.
(C) Any illegal act is done by at least one party to such agreement.
(D) None of the above

Correct Answer: (A) Two or more person agree to do an illegal act.

Solution:

Step 1: Understanding the Question:
The question asks for the correct definition of a 'criminal conspiracy' according to law.

Step 2: Key Concept:
The definition of criminal conspiracy is provided in Section 120A of the Indian Penal Code (IPC), 1860. It states: "When two or more persons agree to do, or cause to be done, - (1) an illegal act, or (2) an act which is not illegal by illegal means, such an agreement is designated a criminal conspiracy: Provided that no agreement except an agreement to commit an offence shall amount to a criminal conspiracy unless some act besides the agreement is done by one or more parties to such agreement in pursuance thereof."

Step 3: Detailed Explanation:
The core of a criminal conspiracy is the unlawful agreement.
(A) **Two or more persons agree to do an illegal act:** This aligns perfectly with the primary part of the definition in Section 120A. The agreement itself constitutes the conspiracy. For an agreement to commit an *offence*, no overt act is required. For an agreement to do an *illegal act* (which is not an offence), an overt act is required. However, the fundamental element is the agreement. This option captures the essence of the offense.
(B) **Some illegal act is done by all parties:** This is incorrect. It is not necessary for all parties to commit an act. An agreement is sufficient.
(C) **Any illegal act is done by at least one party:** This is not the primary definition. While an overt act is required for certain conspiracies (to do an illegal act which is not an offence), the conspiracy itself is the agreement. This option focuses on the execution rather than the formation of the conspiracy. The most accurate description is the agreement itself.

Step 4: Final Answer:
The most accurate definition provided among the options is that a criminal conspiracy is an agreement between two or more persons to do an illegal act. Therefore, option (A) is correct.

Quick Tip

For criminal conspiracy under IPC, remember that the "agreement" is the key element. In many cases, especially agreements to commit serious offenses, the conspiracy is complete the moment the agreement is made, even if no further action is taken.

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33. 'Jurisprudence is as big as law and bigger'. This statement is given by

(A) Austin
(B) Lloyds
(C) Llewellyn
(D) Holland

Correct Answer: (C) Llewellyn

Solution:

Step 1: Understanding the Question:
This is a direct question asking to attribute a famous quote about jurisprudence to the correct jurist.

Step 2: Key Concept:
The quote reflects a particular school of thought in jurisprudence. The statement suggests that the study of law (jurisprudence) should not be confined to the black-letter law or formal rules but should encompass the law in action, its social effects, and the behavior of legal actors. This is a hallmark of the Legal Realist school.

Step 3: Detailed Explanation:
Let's examine the jurists mentioned:
(A) **Austin:** A legal positivist who defined law as the command of the sovereign. His view was more formal and narrow.
(B) **Lloyds:** Lord Lloyd of Hampstead was a legal scholar known for his comprehensive work "Introduction to Jurisprudence," but he is not the originator of this quote.
(C) **Karl Llewellyn:** A prominent figure in the American Legal Realism movement. Realists focused on what courts and officials actually do ("law in action") rather than just the rules in books ("law in books"). Llewellyn's statement, "Jurisprudence is as big as law and bigger," perfectly encapsulates this broad, realistic, and sociological approach to studying law.
(D) **Holland:** A formalist who defined jurisprudence as "the formal science of positive law," indicating a narrow and analytical approach, contrary to the sentiment of the quote.

Step 4: Final Answer:
The statement is famously attributed to Karl Llewellyn, reflecting his realist perspective on law. Thus, option (C) is correct.

Quick Tip

When studying jurisprudence, create a table or flashcards linking major jurists to their school of thought (e.g., Positivism, Natural Law, Realism, Sociological) and one or two key quotes or ideas. This helps in quickly answering attribution-based questions.

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34. A buyer has a right to claim interest on the amount of price, when under a contract of sale, the buyer has paid the price, however, the seller neglects to deliver goods. The interest can be claimed by the buyer

(A) only when he is entitled to claim damages
(B) only when he can recover the price
(C) neither a) nor b)
(D) both a) and b)

Correct Answer: (D) both a) and b)

Solution:

Step 1: Understanding the Question:
The question concerns the circumstances under which a buyer, who has paid for goods but not received them, can claim interest on the price paid.

Step 2: Key Concept:
This issue is governed by the Sale of Goods Act, 1930. Specifically, Section 61 deals with "Interest by way of damages and special damages." Section 61(2) outlines the buyer's rights. It states that in the absence of a contrary contract, the court may award interest to the buyer in a suit for a refund of the price in case of a breach of contract by the seller. The interest can be calculated on the amount of the price from the date of payment to the date of the refund.

Step 3: Detailed Explanation:
Let's break down the buyer's remedies:
1. **Right to recover the price:** When the seller fails to deliver the goods after the buyer has paid, there is a total failure of consideration. The buyer is entitled to sue the seller for the recovery of the price paid.
2. **Right to claim damages:** The seller's failure to deliver the goods is a breach of contract. Under Section 57 of the Sale of Goods Act, the buyer can sue the seller for damages for non-delivery.
3. **Right to claim interest:** Section 61 links the right to claim interest to these other remedies. The interest is essentially a form of compensation (damages) for being deprived of the use of money. Therefore, the right to claim interest is intrinsically linked to the right to recover the price (as interest is calculated on this amount) and the right to claim damages (as interest itself is a form of damage). The buyer's claim for a refund of the price is a claim for damages, and the interest on that price is an additional component of those damages.
Therefore, the ability to claim interest is connected to both the entitlement to damages and the right to recover the price.

Step 4: Final Answer:
The buyer can claim interest when he is entitled to claim damages for the breach and when he can recover the price he has paid. Both conditions are applicable. Hence, option (D) is the correct choice.

Quick Tip

Remember Section 61 of the Sale of Goods Act, 1930. It's a general provision that preserves the rights of both buyer and seller to recover interest or special damages in any case where they are recoverable by law. It explicitly provides for the buyer's right to recover interest on the price paid.

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36. Which of the following motions cannot be moved in Rajya Sabha ?

(A) Censure motion
(B) Adjournment motion
(C) No-day Yet unnamed motion
(D) No-Confidence motion

Correct Answer: (D) No-Confidence motion

Solution:

Step 1: Understanding the Question:
The question asks to identify the parliamentary motion that is not permissible in the Rajya Sabha (the upper house of the Indian Parliament).

Step 2: Key Concept:
The answer lies in the principle of collective responsibility of the executive as enshrined in the Constitution of India. Article 75(3) of the Constitution explicitly states that "The Council of Ministers shall be collectively responsible to the House of the People [Lok Sabha]".

Step 3: Detailed Explanation:
(A) **Censure motion:** This motion can be moved in either House to express strong disapproval of a particular policy or action of the government or an individual minister. Its passage does not require the government to resign.
(B) **Adjournment motion:** This is used to draw the attention of the House to a definite matter of urgent public importance. While it is primarily a device of the Lok Sabha, the Rajya Sabha has a similar device under a different rule (Rule 267 for suspension of business).
(C) **No-day Yet unnamed motion:** This is a motion that has been admitted by the Speaker/Chairman but for which no date has been fixed for discussion. This can exist in both Houses.
(D) **No-Confidence motion:** This motion is the ultimate test of the government's majority in the legislature. As per Article 75(3), the government is responsible only to the Lok Sabha. Therefore, a motion to test the confidence in the government can only be introduced and passed in the Lok Sabha. If a No-Confidence motion is passed, the government must resign. The Rajya Sabha has no power to remove the government.

Step 4: Final Answer:
A No-Confidence motion cannot be moved in the Rajya Sabha because the Council of Ministers

is not collectively responsible to it. Therefore, option (D) is the correct answer.

Quick Tip

Remember this fundamental rule of Indian polity: The government (Council of Ministers) survives as long as it enjoys the confidence of the Lok Sabha. Any motion that directly challenges this confidence is exclusive to the Lok Sabha.

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37. M sells certain goods to N of Punjab. The goods are handed over to the railways for transmission to N. In the meantime, N sells the goods to a third party R for consideration without the consent of M. N becomes insolvent. In this case

(A) M has lost his right of stoppage in transit
(B) M has the right of stoppage in transit
(C) Station Master has the right of stoppage in transit
(D) None of the above

Correct Answer: (B) M has the right of stoppage in transit

Solution:

Step 1: Understanding the Question:
The question presents a scenario involving an unpaid seller (M), an insolvent buyer (N), a sub-buyer (R), and goods in transit. It asks about the unpaid seller's 'right of stoppage in transit'.

Step 2: Key Concept:
The relevant legal provisions are from the Sale of Goods Act, 1930. The right of stoppage in transit (Section 50) allows an unpaid seller to stop the goods in transit and regain possession after the buyer becomes insolvent. The key issue here is the effect of a sub-sale by the buyer, which is governed by Section 53.

Step 3: Detailed Explanation:
1. M is an unpaid seller.
2. N, the buyer, has become insolvent.
3. The goods are in transit with the railways.
These three conditions give M the right of stoppage in transit under Section 50.
4. However, N has sold the goods to R. We must now consider Section 53(1), which states that the unpaid seller's right of stoppage in transit is **not affected** by any sale or other disposition of the goods which the buyer may have made, **unless the seller has assented thereto**.
5. The problem explicitly states that the sale to R was "without the consent of M".
Since M has not assented to the sub-sale, his right of stoppage in transit remains intact. He can exercise this right against the carrier (railways) to prevent the goods from being delivered to N or R.
Option (C) is incorrect because the right belongs to the seller (M), not the carrier's agent

(Station Master). The Station Master must comply with the seller's instruction.

Step 4: Final Answer:
Because M did not consent to the sub-sale by N to R, M's original right of stoppage in transit upon N's insolvency is not defeated. Therefore, M has the right of stoppage in transit. Option (B) is correct.

Quick Tip

The unpaid seller's right of stoppage in transit is a powerful remedy. It is only defeated by a sub-sale if the seller has explicitly or implicitly assented to it, or if the sub-buyer has received a document of title to the goods (like a bill of lading) and has taken it in good faith and for value. The mere act of sub-sale without the seller's consent is not enough.

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38. Identify the incorrect statement.

(A) Application for registration of firm must be signed by all the partners.
(B) A third party cannot file a suit against un-registered firm.
(C) The registration of a firm is a condition precedent to the right to institute a suit.
(D) If a partner refuses to sign the application for registration, then the registration can be done only by dropping the name of such a partner from the firm.

Correct Answer: (B) A third party cannot file a suit against un-registered firm.

Solution:

Step 1: Understanding the Question:
The question asks to identify the false statement among the given options regarding the registration of a partnership firm under the Indian Partnership Act, 1932.

Step 2: Key Concept:
The key provisions are Sections 58 and 69 of the Indian Partnership Act, 1932. Section 58 deals with the procedure for registration, and Section 69 outlines the consequences of non-registration.

Step 3: Detailed Explanation:
(A) **Application must be signed by all partners:** This is correct. Section 58(1)(a) requires the registration application (statement) to be signed by all the partners, or by their agents specially authorised in this behalf.
(B) **A third party cannot file a suit against an un-registered firm:** This is incorrect. Section 69 places disabilities on the unregistered firm and its partners suing third parties. It does not prevent third parties from suing the unregistered firm or its partners. The law protects the rights of outsiders dealing with the firm.
(C) **Registration is a condition precedent to the right to institute a suit:** This is

correct, but specifically for the firm suing a third party. Section 69(2) states that an unregistered firm cannot file a suit against a third party to enforce a right arising from a contract. Therefore, registration is a prerequisite for the firm to exercise its right to sue.
(D) **If a partner refuses to sign...:** This is practically correct. Since Section 58 requires all partners to sign, the refusal of one partner will stall the registration process for the firm as it is currently constituted. To proceed, the firm would have to be reconstituted without that partner.

Step 4: Final Answer:
The incorrect statement is (B). A third party's right to sue a partnership firm is not affected by the firm's registration status.

> **Quick Tip**
>
> Remember the core principle of Section 69 of the Partnership Act: non-registration is a disability for the firm, not for those who deal with the firm. It's a shield for third parties, not a sword for the unregistered firm.

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39. Mark the correct statement.

(A) Stranger to consideration has no right
(B) Stranger to contract can enforce a promise
(C) Stranger to consideration can enforce a promise
(D) Stranger to consideration will be a stranger to contract

Correct Answer: (C) Stranger to consideration can enforce a promise

Solution:

Step 1: Understanding the Question:
The question requires identifying the correct statement regarding the doctrines of 'privity of contract' and 'privity of consideration' under Indian Contract Law.

Step 2: Key Concept:
Privity of Consideration: Under the Indian Contract Act, 1872, Section 2(d) defines consideration as an act done at the desire of the promisor, by "the promisee or any other person". The phrase "or any other person" is significant. It means that consideration need not move from the promisee alone; it can come from a third party. A person who is a party to the contract (the promisee) can sue to enforce it, even if they did not personally provide the consideration. This person is a "stranger to consideration."
Privity of Contract: This is a common law principle which states that only the parties to a contract are entitled to enforce it. A "stranger to the contract" cannot sue. Indian law largely follows this rule, but with several established exceptions (e.g., trust, family settlement, agency).

Step 3: Detailed Explanation:
(A) **Stranger to consideration has no right:** This is incorrect. Under Indian law, a stranger to consideration can sue if they are a party to the contract.
(B) **Stranger to contract can enforce a promise:** This is generally incorrect. The doctrine of privity of contract prevents a stranger from suing, subject to certain exceptions.
(C) **Stranger to consideration can enforce a promise:** This is correct. As long as a person is a promisee (a party to the contract), they can enforce the promise, even if the consideration was provided by a third party. The case of *Chinnaya v. Ramayya* is a classic example.
(D) **Stranger to consideration will be a stranger to contract:** This is incorrect. The two are not the same. A person can be a party to a contract (and not a stranger to it) but be a stranger to the consideration (because it was paid by someone else).

Step 4: Final Answer:
The correct statement is that a stranger to consideration can enforce a promise, provided they are a party to the contract. Option (C) is the correct statement.

Quick Tip

A simple way to remember the difference for the Indian Contract Act:

- **Consideration:** Can come from ANYONE. (Stranger to consideration can sue).
- **Contract:** Only parties can sue. (Stranger to contract cannot sue, with exceptions).

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40. Which of the following is not a valid partnership ?

(A) Partnership between Indian national and a foreign friend
(B) Partnership between two HUFs
(C) Company admitted as a partner
(D) Minor admitted to the benefits of the partnership

Correct Answer: (B) Partnership between two HUFs

Solution:

Step 1: Understanding the Question:
The question asks to identify which of the given combinations cannot constitute a valid partnership.

Step 2: Key Concept:
A partnership, as defined by Section 4 of the Indian Partnership Act, 1932, is a relationship between 'persons' who have agreed to share the profits of a business. The key is to determine who qualifies as a 'person' capable of entering into a partnership agreement. A person can be a natural person or a juristic/legal person.

Step 3: Detailed Explanation:
(A) **Partnership between Indian national and a foreign friend:** This is a valid partnership. A foreign national is a natural person and can be a partner, provided he is not an alien enemy (i.e., a citizen of a country with which India is at war).
(B) **Partnership between two HUFs:** This is not a valid partnership. A Hindu Undivided Family (HUF) is a unique entity under Hindu law but is not considered a juristic person capable of entering into a partnership. While the Karta (manager) of a HUF can become a partner in a firm in his individual capacity (representing the HUF's interest), the HUF as an entity itself cannot be a partner. Therefore, a partnership between two HUFs is not possible.
(C) **Company admitted as a partner:** This is a valid partnership. A company incorporated under the Companies Act is a separate legal entity and a juristic person. It has the capacity to contract and can, therefore, become a partner in a firm, provided its Memorandum of Association authorises it to do so.
(D) **Minor admitted to the benefits of the partnership:** This describes a valid arrangement under Section 30 of the Partnership Act. A minor lacks the capacity to contract and cannot become a full partner liable for losses. However, with the consent of all existing partners, a minor can be admitted to the benefits of an already existing partnership. This does not make the minor a partner, but it is a valid arrangement.

Step 4: Final Answer:
A partnership between two HUFs is not valid because a HUF is not a legal person. Therefore, option (B) is the correct answer.

> Quick Tip
>
> To answer questions about who can be a partner, check if the entity is a 'person' in the eyes of the law. Natural persons (individuals) and juristic persons (like companies) can be partners. Entities like a HUF or another partnership firm are not juristic persons and cannot be partners in their own name.

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41. 'A' without the request of anybody, extinguishes the fire of B's Godown. 'A' suffers injury thereby. If 'B' promises to compensate 'A' for the full amount he has spent for his treatment then, the contract is

(A) Unenforceable because it is immoral
(B) Void for want of consideration
(C) Voidable
(D) Enforceable

Correct Answer: (D) Enforceable

Solution:

Step 1: Understanding the Question:
The question describes a situation where 'A' voluntarily performs an act for 'B' (extinguishes a fire) and suffers an injury. 'B' subsequently promises to compensate 'A'. We need to determine the validity of this promise.

Step 2: Key Concept:
This scenario falls under the exceptions to the rule "no consideration, no contract," as specified in Section 25 of the Indian Contract Act, 1872. Specifically, Section 25(2) applies here. It states that a promise to compensate, wholly or in part, a person who has already voluntarily done something for the promisor, is a binding contract.

Step 3: Detailed Explanation:
The general rule is that an agreement made without consideration is void. However, Section 25(2) provides an exception for past voluntary services. Let's apply its conditions to the given facts:
1. **'A' has already voluntarily done something for 'B':** 'A' extinguished the fire at B's godown without being requested to do so. This is a past voluntary act.
2. **'B' promises to compensate 'A':** 'B' later promises to pay for 'A's treatment.
Since both conditions of Section 25(2) are met, B's promise is a valid and enforceable contract, even though A's act (the consideration) was performed in the past and was not done at B's request.

Step 4: Final Answer:
The promise made by 'B' constitutes an enforceable contract under Section 25(2) of the Indian Contract Act, 1872. Therefore, option (D) is correct.

> **Quick Tip**
>
> Remember the three key exceptions to the consideration rule in Section 25 of the Indian Contract Act: (1) Promise due to natural love and affection, (2) Promise to compensate for past voluntary service, and (3) Promise to pay a time-barred debt. These are frequently tested concepts.

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42. A firm would be bound by the implied authority of the partner if he

(A) Opens a banking account on behalf of the firm in his own name
(B) Withdraws a suit or proceeding filed on behalf of the firm
(C) Acquires immovable property on behalf of the firm
(D) None of the above

Correct Answer: (D) None of the above

Solution:

Step 1: Understanding the Question:
The question asks which of the given acts falls within the scope of a partner's implied authority, thereby binding the firm.

Step 2: Key Concept:
The implied authority of a partner is defined in Section 19(1) of the Indian Partnership Act, 1932, as the authority to bind the firm for acts done in the usual course of business. However, Section 19(2) lists several acts that are **not** included in a partner's implied authority, unless there is a usage or custom of trade to the contrary or express authority is given.

Step 3: Detailed Explanation:
Let's analyze the options in light of the statutory restrictions under Section 19(2):
(A) **Opens a banking account on behalf of the firm in his own name:** This is explicitly restricted by Section 19(2)(b). A partner does not have the implied authority to open a bank account on behalf of the firm in his own name.
(B) **Withdraws a suit or proceeding filed on behalf of the firm:** This is explicitly restricted by Section 19(2)(d). A partner does not have the implied authority to withdraw a suit or proceeding filed on behalf of the firm.
(C) **Acquires immovable property on behalf of the firm:** This is explicitly restricted by Section 19(2)(f). A partner does not have the implied authority to acquire immovable property on behalf of the firm.
Since all the acts mentioned in options (A), (B), and (C) are statutorily excluded from a partner's implied authority, none of these acts would bind the firm if done without express authority from the other partners.

Step 4: Final Answer:
All the given options are acts outside the scope of a partner's implied authority. Therefore, the correct answer is (D) None of the above.

> **Quick Tip**
>
> It is crucial to memorize the list of acts outside a partner's implied authority under Section 19(2) of the Partnership Act. These are common questions in commercial law exams. Any act from this list requires express authority to bind the firm.

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43. On a foggy night 'A' puts his scooter in the garage of 'B'. On finding it, if 'B' removes the scooter from the garage and puts it alongside the road, then

(A) 'B' has committed the tort of trespass of goods because he interfered with the property of another.
(B) 'B' has committed no tort because he acted in protection of his property.
(C) 'B' has committed no tort because he is not at fault.
(D) 'B' is liable as joint tort feasor.

Correct Answer: (B) 'B' has committed no tort because he acted in protection of his property.

Solution:

Step 1: Understanding the Question:
The question involves a scenario where 'A' commits trespass to land by placing his scooter in 'B's garage. 'B' responds by moving the scooter out to the road. We need to determine if 'B's action constitutes a tort.

Step 2: Key Concept:
The key legal concepts are trespass to land, trespass to goods (chattels), and the defense of property. Trespass to land is an unjustified interference with the possession of land. A property owner is entitled to use reasonable force or take reasonable steps to remove a trespassing person or object from their property.

Step 3: Detailed Explanation:
1. 'A' committed the initial tort of trespass to land by placing his scooter in 'B's garage without permission.
2. 'B', upon discovering the trespassing scooter, is legally entitled to protect his property and its enjoyment. This includes the right to remove the trespassing object.
3. The action taken by 'B'—removing the scooter and placing it alongside the road—is a reasonable step to abate the trespass. It is not an act of conversion or damage, but simply a removal of the object from his private property.
4. Therefore, 'B' can plead the defense of 'protection of property' or 'ejection of a trespasser' (in this case, a trespassing chattel). His action was a justified and reasonable response to 'A's initial wrongful act.
(A) is incorrect because B's interference was justified.
(C) is less precise than (B). While B is not at fault, the specific legal reason is the protection of his property rights.
(D) is irrelevant as there is no joint tortfeasor mentioned.

Step 4: Final Answer:
'B's action is legally justified as an act in defense or protection of his property. Thus, he has not committed a tort. Option (B) is the most accurate legal explanation.

> **Quick Tip**
>
> In tort law, a reasonable and proportionate action taken to defend one's person or property is a valid defense. When dealing with trespass, the property owner can remove the trespassing object, but must do so in a way that is reasonable and avoids unnecessary damage.

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44. An act to discourage or dissuade an intending bidder from bidding at an auction sale is known as

(A) Puffer
(B) Knockout
(C) Dumping
(D) Damping

Correct Answer: (D) Damping

Solution:

Step 1: Understanding the Question:
The question asks for the specific term used to describe the act of discouraging potential bidders at an auction.

Step 2: Detailed Explanation:
Let's define the terms provided in the options:
(A) **Puffer:** A puffer (or by-bidder) is a person appointed by the seller to make fake bids at an auction to artificially inflate the price of the property. This is an act to encourage higher bidding, not discourage it.
(B) **Knockout Agreement:** This is an agreement between a group of bidders not to bid against each other. The aim is to prevent competition among themselves and secure the goods at a lower price, which they might later share among themselves. While it affects bidding, it's an agreement among bidders, not an act to dissuade an individual bidder.
(C) **Dumping:** This is a term from international trade, referring to the practice of exporting goods at a price lower than their normal value, often to drive out competition in the foreign market. It is not related to auction sales.
(D) **Damping:** This is the correct term for an act intended to discourage or dissuade potential bidders from bidding at an auction, thereby lowering the price. This can be done through misrepresentation about the quality of goods, pointing out defects, or other means to make the goods seem less attractive to others.

Step 3: Final Answer:
The correct term for dissuading a bidder at an auction is 'Damping'. Therefore, option (D) is the correct answer.

Quick Tip

In the context of auctions, remember these key terms:

- **Puffer/By-bidding:** Seller's agent bids to raise the price (generally illegal).
- **Knockout:** Bidders agree not to compete to lower the price.
- **Damping:** Discouraging other bidders to lower the price.

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45. Which of the following is not an example of unconscionable bargain ?

(A) The father mortgaged the family's only residential house to help his son who had borrowed a sum from a bank and the bank sought to enforce the mortgage.
(B) A grandfather made a gift of a portion of his property to his only grandson, a few years before his death.
(C) A person made a very negligible provision for his third wife and daughters borne by her and donated the whole of his property only to one of his grandsons.
(D) A songwriter's copyright was purchased on terms that he was not to publish his songs through any other company but the company had the right to reject his songs.

Correct Answer: (B) A grandfather made a gift of a portion of his property to his only grandson, a few years before his death.

Solution:

Step 1: Understanding the Question:
The question asks to identify the scenario that does not represent an 'unconscionable bargain'. An unconscionable bargain is a contract that is grossly one-sided and unfair, usually because one party has significantly more bargaining power and has exploited the other party's weakness (e.g., necessity, ignorance, or distress).

Step 2: Detailed Explanation:
(A) This describes a bank enforcing a mortgage. While the situation is unfortunate for the family, enforcing a valid security interest (mortgage) through legal channels is a standard banking practice and not inherently unconscionable, unless the terms of the loan or mortgage were themselves predatory or exploitative.
(B) This describes a gift. A gift is a voluntary transfer of property made without consideration, typically motivated by natural love and affection. It is not a 'bargain' or a contract between two parties. Therefore, the doctrine of unconscionable bargain, which applies to contracts, is not applicable here. This is a simple disposition of property.
(C) This describes an unequal disposition of property, which might be challenged under succession or family law as being unfair or unjust, but it is a disposition (donation/will), not a bargain between two parties. While it might be considered unconscionable in a moral sense, it doesn't fit the legal definition of an unconscionable bargain.
(D) This is a classic example of an unconscionable bargain. The terms are extremely one-sided. The songwriter is completely bound (negative covenant), while the company has no obligation to accept the songs. There is a severe imbalance of power and obligation, making the contract oppressive and likely unconscionable.

Step 3: Final Answer:
Comparing the options, the scenario in (B) is the clearest case of something that is not an unconscionable bargain. A gift is a voluntary act and not a bargain at all. The other scenarios describe situations that are either potentially unconscionable bargains (D) or standard legal/familial actions (A, C) where the term 'bargain' might be debated, but (B) is definitively outside the scope. Therefore, (B) is the correct answer.

Quick Tip

The doctrine of 'unconscionable bargain' is an equitable principle used to set aside contracts. Look for three key elements: (1) a bargain or contract, (2) a significant inequality in bargaining power, and (3) a grossly unfair or oppressive outcome for the weaker party. A simple gift lacks the first element.

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46. Under the Copyright law, 'author' in case of a cinematograph film means

(A) The composer
(B) The producer
(C) The writer
(D) The director

Correct Answer: (B) The producer

Solution:

Step 1: Understanding the Question:
The question asks to identify who is considered the 'author' of a cinematograph film according to the Indian Copyright Act.

Step 2: Key Concept:
The definition of 'author' for various types of works is provided in Section 2(d) of the Copyright Act, 1957. The definition varies depending on the nature of the work.

Step 3: Detailed Explanation:
According to Section 2(d)(v) of the Copyright Act, 1957, the 'author' in relation to a cinematograph film or sound recording is the producer. The producer is the person who takes the initiative and responsibility for making the work. While the composer, writer, and director are all crucial creative contributors and have their own copyrights in their respective works (musical score, script, etc.), the author of the film as a whole is legally defined as the producer.

Step 4: Final Answer:
The Copyright Act, 1957, explicitly defines the producer as the author of a cinematograph film. Therefore, option (B) is correct.

Quick Tip

For copyright questions, always refer to the specific definitions in Section 2 of the Act. The term 'author' is defined differently for literary works (the writer), musical works (the composer), artistic works (the artist), photographs (the photographer), and cinematograph films (the producer).

47. Under the Transfer of Property Act, 1882, the doctrine of lis pendens

(A) is applicable on both specified and unspecified properties
(B) is applicable on both movable and immovable property
(C) is applicable on both partial and absolute transfers
(D) all of these

Correct Answer: (C) is applicable on both partial and absolute transfers

Solution:

Step 1: Understanding the Question:
The question asks about the scope and applicability of the doctrine of *lis pendens* as enshrined in the Transfer of Property Act, 1882.

Step 2: Key Concept:
The doctrine of *lis pendens* (literally, 'a suit pending') is contained in Section 52 of the Transfer of Property Act, 1882. It provides that during the pendency of a suit or proceeding in which any right to immovable property is directly and specifically in question, the property cannot be transferred or otherwise dealt with by any party to the suit so as to affect the rights of any other party thereto under any decree or order which may be made therein, except under the authority of the court and on such terms as it may impose.

Step 3: Detailed Explanation:
Let's evaluate the options based on Section 52:
(A) **Applicable on specified and unspecified properties:** This is incorrect. The doctrine applies only when a right to an immovable property is "directly and specifically in question". This means the property must be specified in the suit.
(B) **Applicable on both movable and immovable property:** This is incorrect. Section 52 explicitly applies only to "immovable property".
(C) **Applicable on both partial and absolute transfers:** This is correct. The section uses the broad phrase "transferred or otherwise dealt with". This covers all kinds of transfers, whether absolute (like a sale or gift) or partial (like a mortgage or lease). Any such transfer made during the pendency of the suit will be subject to the outcome of the litigation.
(D) **all of these:** This is incorrect as options (A) and (B) are incorrect.

Step 4: Final Answer:
The doctrine of *lis pendens* applies to any form of transfer, whether partial or absolute, of the specific immovable property under litigation. Thus, option (C) is the correct statement.

Quick Tip

For *lis pendens*, remember three key ingredients: (1) Pending suit, (2) Right to immovable property is directly and specifically in question, and (3) A transfer of that property by a party to the suit. The effect is that the transfer is subject to the court's final decision.

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48. The maxim 'ut res magis valeat quam pereat' is used in

(A) Rule of reasonable construction
(B) Rule of strict interpretation
(C) Rule of harmonious construction
(D) Rule of grammatical interpretation

Correct Answer: (A) Rule of reasonable construction

Solution:

Step 1: Understanding the Question:
The question asks to identify the rule of statutory interpretation where the Latin maxim *'ut res magis valeat quam pereat'* is applied.

Step 2: Key Concept:
The maxim *'ut res magis valeat quam pereat'* means "it is better for a thing to have effect than to be made void." In the context of legal interpretation, it is a principle that directs a judge to interpret a statute or a legal instrument in a way that makes it operative and effective, rather than invalid or void, if there are two possible interpretations.

Step 3: Detailed Explanation:
(A) **Rule of reasonable construction:** This rule requires that a statute be interpreted in a manner that is sensible and reasonable, and which gives effect to the intention of the legislature. The maxim *ut res magis valeat quam pereat* is a cornerstone of this rule, as it promotes a construction that validates the statute or provision rather than nullifying it.
(B) **Rule of strict interpretation:** This rule, often applied to penal or fiscal statutes, requires the words to be interpreted narrowly and strictly. It does not prioritize making the provision effective if the plain words suggest otherwise.
(C) **Rule of harmonious construction:** This rule is applied when there is a conflict between two provisions within the same statute or different statutes. It seeks to interpret them in a way that they can co-exist harmoniously. While related to making the law work, its primary focus is resolving conflict, whereas *ut res magis* is about avoiding invalidity.
(D) **Rule of grammatical interpretation:** Also known as the literal rule, this focuses on the plain, ordinary meaning of the words used, without much concern for the consequence.

Step 4: Final Answer:
The maxim is a fundamental tenet of the Rule of Reasonable Construction, as its purpose is to

uphold the validity and effectiveness of a legal text. Therefore, option (A) is the correct answer.

Quick Tip

Associate *'ut res magis valeat quam pereat'* with 'validation' or 'effectiveness'. When a court is faced with a choice between an interpretation that makes a law workable and one that makes it fail, it will choose the former. This is the essence of reasonable (or liberal) construction.

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49. As per definitions given under the Transfer of Property Act, 1882, which of the following statements is true ?

(A) The term 'actionable claims' include debt secured by mortgage on the residential house
(B) The term 'attested' means attested by two or more witness
(C) The term 'instrument' means both testamentary and non- testamentary instrument
(D) The term 'attached to earth' will not means trees and shrubs

Correct Answer: (B) The term 'attested' means attested by two or more witness

Solution:

Step 1: Understanding the Question:
The question asks to identify the correct statement based on the definitions provided in Section 3 (the interpretation clause) of the Transfer of Property Act, 1882.

Step 2: Key Concept:
We need to verify each statement against the definitions given in Section 3 of the Act.

Step 3: Detailed Explanation:
(A) **'Actionable claims':** Section 3 defines an "actionable claim" as a claim to any debt, other than a debt secured by mortgage of immoveable property or by hypothecation or pledge of moveable property. Therefore, a debt secured by a mortgage is explicitly **excluded** from the definition. This statement is false.
(B) **'Attested':** Section 3 defines "attested", in relation to an instrument, to mean attested by two or more witnesses each of whom has seen the executant sign or affix his mark to the instrument, or has seen some other person sign the instrument in the presence and by the direction of the executant, or has received from the executant a personal acknowledgement of his signature or mark, and each of whom has signed the instrument in the presence of the executant. The key requirement is attestation by "two or more witnesses". This statement is true.
(C) **'Instrument':** Section 3 defines "instrument" to mean a non-testamentary instrument. This means it applies to documents that operate during the lifetime of the parties (like sale deeds, mortgages, leases) and excludes testamentary instruments (like wills), which are governed by the Indian Succession Act. This statement is false.
(D) **'Attached to earth':** Section 3 defines "attached to earth" to mean (a) rooted in the

earth, as in the case of trees and shrubs; (b) imbedded in the earth, as in the case of walls or buildings; or (c) attached to what is so imbedded for the permanent beneficial enjoyment of that to which it is attached. Trees and shrubs are the primary example of being "rooted in the earth". This statement is false.

Step 4: Final Answer:
Based on the definitions in Section 3 of the Transfer of Property Act, 1882, the only correct statement is (B).

> **Quick Tip**
>
> The interpretation clause (Section 3) of the Transfer of Property Act is extremely important. Pay close attention to what is included and, more importantly, what is excluded from key definitions like 'immovable property', 'instrument', and 'actionable claim'.

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50. In case of repugnancy between the schedule and a specific provision within an enactment, which of the following would prevail ?

(A) Schedule
(B) Provision
(C) Either, depending upon facts of the case
(D) Neither a) nor b)

Correct Answer: (B) Provision

Solution:

Step 1: Understanding the Question:
The question asks about a rule of statutory interpretation: what happens when there is a conflict or inconsistency (repugnancy) between a provision in the main body of an Act and a schedule attached to that Act.

Step 2: Key Concept:
This is a settled principle of interpretation. The main body of a statute, which contains the enacting provisions, is considered the primary expression of the legislative will. Schedules are appendices that are added for convenience, often containing forms, lists, or detailed rules to supplement the main provisions. They are considered subordinate to the main enacting part of the statute.

Step 3: Detailed Explanation:
The general rule of interpretation is that if there is an irreconcilable conflict between a provision in the body of the Act and something in a schedule, the provision in the body of the Act will prevail. The enacting clause is considered to have paramount importance. The schedule is meant to carry out the provisions of the Act, not to override them. While courts will try

to read them harmoniously, in a case of clear and direct conflict, the specific provision in the main part of the Act holds superior authority.

Step 4: Final Answer:
In case of repugnancy, the specific provision within the main enactment prevails over the schedule. Therefore, option (B) is the correct answer.

> **Quick Tip**
>
> Think of the structure of an Act as a hierarchy. The main enacting provisions (Sections) form the core of the law. Schedules, rules, and forms are supplementary and subordinate. In case of a conflict, the higher element in the hierarchy (the provision) will always prevail.

Section - B

1. The proposed amendment to Cigarettes and Other Tobacco Products Act (COTPA) intends to make it mandatory for retailers to obtain licences for selling tobacco products and ban the sale of single sticks of cigarettes/bidis. It also proposes to increase the legal age for sale of tobacco products to 21 years and ban all kinds of advertising and promotion. While these measures may be in the interest of citizens' health, many stakeholders feel that there is a need to firmly enforce the existing regulations and further debate on the far-reaching implications of the proposed amendments, before rushing through their enactment and implementation.
Industry association of tobacco product manufacturers, distributors, and retailers wants to conduct a survey to understand the opinions of its members, consumers, and the law enforcement agencies. You are assigned the task of undertaking research to gather views of various stakeholders about the proposed amendments, analyse the data and present your findings. Your research proposal must include questionnaire development and describe a sampling plan to capture an unbiased picture.

Solution:

Research Proposal: An Empirical Study on Stakeholder Perceptions of Proposed Amendments to the COTPA

1. Research Objectives
The primary objective of this research is to comprehensively assess the opinions and perceptions of key stakeholders regarding the proposed amendments to the COTPA. The specific objectives are:

- To measure the level of awareness about the proposed amendments among different stakeholder groups.
- To evaluate the perceived impact of the amendments (mandatory licensing, ban on single sticks, age increase, ad ban) on businesses, consumer behavior, and public health.
- To identify the key concerns and challenges stakeholders anticipate from the implementation of these amendments.
- To gather suggestions for effective implementation and potential mitigating measures.
- To provide data-driven insights to the industry association and policymakers.

2. Research Methodology
A descriptive research design using a cross-sectional survey method will be employed. Primary data will be collected through structured questionnaires administered to a representative sample of stakeholders.

3. Questionnaire Development
Separate but interlinked questionnaires will be designed for each stakeholder group to capture their unique perspectives. Each questionnaire will be structured into four sections:

- **Section A: Demographics & Profile:** Captures basic information (e.g., for a retailer: years in business, scale of operation; for a consumer: age, smoking habits).
- **Section B: Awareness and General Opinion:** Assesses knowledge of the proposed amendments. (e.g., "How aware are you of the proposal to ban the sale of single cigarettes?").
- **Section C: Perceptions on Specific Amendments:** Uses Likert scales (1=Strongly Disagree, 5=Strongly Agree) to gauge opinions.
  Sample Question for Retailers: "Mandatory licensing for selling tobacco will create significant administrative hurdles for small businesses."
  Sample Question for Consumers: "Banning single sticks will help me reduce my overall consumption."
  Sample Question for Manufacturers: "Increasing the legal age to 21 will lead to a significant rise in the illicit tobacco trade."
- **Section D: Overall Impact and Suggestions:** Includes open-ended questions to gather qualitative insights and recommendations. (e.g., "What are your main concerns regarding these proposed changes?").

4. Sampling Plan
To ensure an unbiased picture, a stratified random sampling technique will be used.

- **Target Population:** All manufacturers, distributors, retailers, consumers (smokers and non-smokers), and law enforcement officials in a defined geographical area (e.g., select metro, tier-2, and rural areas for diversity).
- **Strata:** The population will be divided into five distinct strata:
  1. Tobacco Product Manufacturers
  2. Distributors
  3. Retailers (e.g., pan shops, convenience stores)
  4. Consumers

5. Law Enforcement Agencies (e.g., local police officials)

- **Sampling Frame:**
  - For manufacturers and distributors, a list will be procured from the industry association.
  - For retailers, a list will be created by sampling geographic clusters (markets/localities) and enumerating all retailers within them.
  - For consumers, a multi-stage cluster sampling approach will be used (selecting districts -¿ wards -¿ households).
  - For law enforcement, a list of police stations will be used as the frame.
- **Sample Size:** The size for each stratum will be determined statistically to achieve a 95% confidence level with a 5% margin of error, ensuring proportional representation.
- **Sampling Technique:** Within each stratum, simple random sampling or systematic random sampling will be used to select the final respondents.

5. Data Analysis Plan
The collected data will be analyzed using statistical software (like SPSS or R).

- **Descriptive Statistics:** Frequencies, means, and standard deviations will be used to summarize demographic data and responses.
- **Inferential Statistics:**
  - **Chi-Square Test:** To determine if there is a significant association between stakeholder groups and their opinions on the amendments.
  - **ANOVA/t-tests:** To compare the mean opinion scores across different stakeholder groups.
- **Qualitative Analysis:** Thematic analysis will be performed on the responses to open-ended questions to identify recurring themes and concerns.

Quick Tip

When designing a research proposal, a clear and logical structure is key. Always start with well-defined objectives. The methodology section should explicitly justify the choice of research design, sampling technique, and analysis tools to demonstrate rigor and credibility.

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2. The New Motor Vehicle (Amendment) Act, 2019 provided new rules pertaining to licences, permits, and vehicle fitness standards along with stiffer penalties for traffic violations. Union Ministry of Road, Transport and Highways (MoRTH) justified the heavy penalties as a measure to reduce the number of accidents and fatalities related to traffic violations.
Many states, however, have not implemented the new fines or have reverted to lower penalties after protests from citizens. Some argue that society's need for

mobility and income levels have significantly gone up over the years. These developments have led to dramatic increase in vehicle traffic, but the road infrastructure and policing have not kept pace. Therefore, fatalities cannot be reduced by merely increasing the fines.
MoRTH wants you to conduct a study based on secondary data and explain the factors influencing intra-state and inter-state traffic, year-wise growth of road network, vehicle registrations in states and status of implementation of 2019 amendments. Using such data, they want you to build a model to explain the relationship between penalties, number of road accidents and fatalities. Suggest suitable data sources, data collection techniques, and analysis plan for your research.

Solution:

Research Plan: Impact of the Motor Vehicle (Amendment) Act, 2019 on Road Safety in India: A Secondary Data Analysis

1. Research Objectives

- To analyze the year-wise trends in road network growth, vehicle registrations, road accidents, and fatalities across Indian states before and after the 2019 amendment.
- To determine the status of implementation of the revised penalty structure across different states.
- To identify the key factors (including penalties, vehicle density, and road infrastructure) influencing the number of road accidents and fatalities.
- To develop and test a statistical model to explain the relationship between these factors and road safety outcomes.

2. Data Sources and Collection Techniques
This study will be based entirely on secondary data. Data will be compiled from official, publicly available sources for the period 2015-2024 to allow for a robust pre-post analysis.

- **Road Accidents and Fatalities:** Annual reports on 'Road Accidents in India' published by the Ministry of Road, Transport and Highways (MoRTH).
- **Vehicle Registrations:** The 'Vahan' dashboard and annual publications from MoRTH. Data will be collected state-wise for different vehicle categories.
- **Road Network Growth:** 'Basic Road Statistics of India' and annual reports from MoRTH providing data on the length of National Highways, State Highways, and other roads.
- **Status of Implementation of Penalties:** State transport department websites, government notifications, and news media archives will be systematically reviewed to create a state-wise timeline of implementation, non-implementation, or revision of the 2019 penalties.

- **Socio-Economic Data:** State-wise Gross State Domestic Product (GSDP) and population data from the Ministry of Statistics and Programme Implementation (MoSPI) to be used as control variables.

The data collection technique will involve systematically extracting and compiling this information into a longitudinal (panel) dataset, with 'State' and 'Year' as the primary identifiers.

3. Analysis Plan

The analysis will be conducted in three stages:

Stage 1: Descriptive and Trend Analysis

This stage will involve visualizing the data to understand trends. Time-series plots will be created for each state and for the national aggregate to show the year-on-year changes in vehicle population, road length, accidents, and fatalities. Comparative charts will show the difference in trends between states that fully implemented the new fines and those that did not.

Stage 2: Model Development

A multiple linear regression model will be built to explain the variation in road fatalities. A panel data regression model would be most appropriate.

The proposed model is:

$$\text{Fatalities}_{it} = \beta_0 + \beta_1 \text{PenaltyStatus}_{it} + \beta_2 \text{VehicleDensity}_{it} + \beta_3 \text{RoadLength}_{it} + \beta_4 \text{GSDP}_{it} + \alpha_i + \epsilon_{it}$$

Where:

- Fatalities_{it} is the number of road fatalities in state i in year t.
- $\text{PenaltyStatus}_{it}$ is a categorical or dummy variable (e.g., 1 for full implementation of new fines, 0 for non-implementation).
- $\text{VehicleDensity}_{it}$ is the number of registered vehicles per km of road length in state i in year t.
- RoadLength_{it} is the total road network length in state i in year t.
- GSDP_{it} is the Gross State Domestic Product for state i in year t, as a proxy for economic activity.
- α_i represents state-specific fixed effects (to control for unobserved time-invariant state characteristics like culture, topography).
- ϵ_{it} is the error term.

Stage 3: Hypothesis Testing and Interpretation

The primary hypothesis to be tested is whether the coefficient β_1 is negative and statistically significant. A significant negative β_1 would suggest that, after controlling for other factors like vehicle density and economic growth, the implementation of higher penalties is associated with a reduction in road fatalities. The model will also quantify the impact of other factors, helping to understand the relative importance of enforcement vs. infrastructure and traffic growth.

> **Quick Tip**
>
> For research based on secondary data, the key is to clearly identify credible sources and define your variables precisely. When building a model, always consider potential confounding variables (like economic growth, road infrastructure) to avoid spurious correlations and ensure your conclusions are robust.

3. "A government that robs Peter to pay Paul can always depend on the support of Paul" - George Bernard Shaw. Clearly, Peter and Paul were intended to be personifications of classes and he perhaps meant taxing the rich for extending benefits to the economically weaker sections.
In this context, 2019 scheme of free bus rides for women in Delhi, facilitates mobility of workforce and has the potential to stimulate economic activity. However, it may have merely lessened the financial burden of women already using city bus service and not increased the labour participation. It also goes against the principle of gender equality. Ideally, any transport subsidy must focus on the poorest sections of the society in a gender-neutral way and it must bring about a behavioural change in the targeted population.
Design a comprehensive research plan to evaluate how the scheme has fared over the last two years by spending nearly Rs. 500 crores of taxpayers' money.

Solution:

Research Plan: An Evaluative Study of Delhi's Free Bus Ride Scheme for Women

1. Research Aim and Objectives
The aim of this research is to conduct a comprehensive evaluation of the performance and impact of the Delhi Government's scheme providing free bus travel for women.
Specific objectives are:

- To assess the impact of the scheme on women's travel behavior (frequency, purpose, and mode choice).
- To measure the economic impact of the scheme, including financial savings for beneficiaries and its effect on women's labor force participation.
- To analyze the social impact, including perceptions of safety, empowerment, and mobility.
- To conduct a cost-benefit analysis of the scheme from a public finance perspective.
- To evaluate the scheme's effectiveness against the principles of targeted subsidies and gender equality.

2. Evaluation Framework and Methodology
A mixed-methods approach, combining quantitative and qualitative techniques, will be used to provide a holistic evaluation. The research will employ a quasi-experimental design, comparing outcomes for beneficiaries with a suitable comparison group or using a retrospective pre-test design.
3. Data Collection Plan
A. Quantitative Data:

- **Primary Data (Surveys):** A structured survey will be administered to a sample of women bus commuters in Delhi.
  - **Sample:** Stratified random sampling will be used, with strata based on different bus routes (high/low frequency) and time of day (peak/off-peak) to capture a diverse group of working women, students, and homemakers.

  - **Content:** The survey will include questions on travel patterns *before* and *after* the scheme's introduction, monthly savings on transport, employment status, job-seeking activities, and purpose of travel.

- **Secondary Data:**
  - **Ridership Data:** Collect data on the number of 'pink tickets' (zero-fare tickets) issued daily/monthly from the Delhi Transport Corporation (DTC) and Delhi Integrated Multi-Modal Transit System (DIMTS).
  - **Economic Data:** Use official data on the Women's Labour Force Participation Rate (WLFPR) for Delhi from the Periodic Labour Force Survey (PLFS) before and after 2019.
  - **Financial Data:** Obtain data on the total cost of the scheme (reimbursement to bus operators) from the Delhi Government's budget documents.

B. Qualitative Data:

- **Focus Group Discussions (FGDs):** Conduct FGDs with different segments of women (e.g., domestic workers, students, office-goers) to explore nuanced impacts on their daily lives, decision-making power within the household, sense of safety, and access to opportunities (education, healthcare, recreation).
- **In-depth Interviews:** Conduct interviews with key informants like transport policy experts, economists, gender rights activists, and DTC officials to gather expert opinions on the scheme's design, efficiency, and long-term implications.

4. Data Analysis Plan

- **Quantitative Analysis:**
  - **Impact on Mobility:** Paired t-tests will be used to compare travel frequency and expenditure before and after the scheme for the surveyed women.
  - **Impact on Labour Participation:** A 'Difference-in-Differences' (DiD) analysis could be attempted using PLFS data, comparing the change in WLFPR in Delhi with that in a comparable city (like Mumbai or Bangalore) over the same period.
  - **Cost-Benefit Analysis:** The total financial cost (Rs. 500 crores) will be compared against the monetized benefits, which include the direct financial savings of the beneficiaries. Non-monetized benefits (increased mobility, empowerment) will be discussed qualitatively.
- **Qualitative Analysis:** The transcripts from FGDs and interviews will be analyzed using thematic analysis to identify key themes, patterns, and narratives related to the scheme's impact.

5. Expected Outcomes
The research will produce an evaluation report that quantifies the scheme's achievements (e.g., "The scheme has resulted in an average monthly saving of Rs. X per woman"), identifies its shortcomings (e.g., "The scheme has had no statistically significant impact on women's entry into the workforce"), and provides evidence-based recommendations for future policy design

(e.g., suggesting better ways to target the subsidy, perhaps through a direct benefit transfer or extending it to other marginalized groups).

Quick Tip

For an evaluation study, it's critical to define clear Key Performance Indicators (KPIs) at the outset. A strong evaluation goes beyond just describing outcomes; it attempts to attribute those outcomes to the intervention. Using mixed-methods (combining 'what' from quantitative data with 'why' and 'how' from qualitative data) provides a much richer and more robust evaluation.
