

# PU LLB Legal Aptitude

## Sample Paper – 11

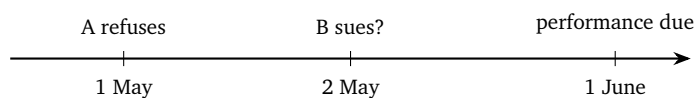
Duration: 36 Minutes

Maximum Marks: 40

### Instructions

- This paper contains **40** Multiple Choice Questions (Single Correct Answer), modelled on the Legal Aptitude section of the **PU LLB** (Panjab University 3-Year LLB) entrance.
- Each correct answer carries **+ 1 mark**. **0.25 marks** are deducted for every incorrect answer. Unattempted questions carry **no penalty**.
- In principle-fact questions, assume the given principle is true and apply it to the facts, even if the principle differs from the actual law.
- Only **one** option is correct. Choose carefully.
- The actual exam is held **offline** on an OMR sheet in English, Hindi, or Punjabi.
- Use of mobile phones, calculators, or other electronic gadgets is strictly prohibited.

**Q1. Principle:** When a party to a contract, before the time fixed for performance, clearly declares that he will not perform his promise, the other party may at once treat the contract as broken and sue for damages without waiting for the date of performance. **Facts:** A agrees to employ B from 1 June. On 1 May, A writes to B saying that he will not employ him at all. B wishes to sue immediately. The timeline of events is shown below. Can B sue on 2 May?



- (A) No, because B must wait until 1 June to sue.
- (B) No, because B must first find another job.



- (C) Yes, because B may treat the contract as broken at once and sue.
- (D) Yes, but only for half the agreed salary.

**Q2. Principle:** Damages for breach of contract may be recovered only for loss that arises naturally from the breach, or such loss as both parties knew, when making the contract, would be likely to result from its breach. **Facts:** C, a carrier, delays delivering a broken mill-shaft for repair. Because of the delay, the mill of D stays shut and D loses unusually high profits, a fact never communicated to C. D claims those exceptional profits. Is C liable for them?

- (A) No, the exceptional loss was not communicated and is too remote.
- (B) Yes, for every rupee of profit D lost.
- (C) Yes, because any delay is a breach.
- (D) No, because carriers are never liable for delay.

**Q3. Principle:** A party injured by a breach of contract must take reasonable steps to minimise the loss, and cannot recover for any part of the loss that he could have avoided by such steps. **Facts:** E, wrongfully dismissed by his employer, is at once offered a similar job at the same salary nearby but unreasonably refuses it and stays idle. He then sues for his full lost wages. Can he recover them in full?

- (A) Yes, he may recover full wages regardless of the offer.
- (B) Yes, and double, as the dismissal was wrongful.
- (C) No, he can recover nothing whatsoever.
- (D) No, he cannot claim for the loss he could have avoided by accepting the job.

**Q4. Principle:** Where a contract fixes a sum payable on breach, the injured party recovers that sum if it is a genuine pre-estimate of the likely loss (liquidated damages); but if the sum is extravagant and meant only to frighten the other party (a penalty), the court awards only reasonable



compensation for the actual loss. **Facts:** A building contract fixes Rs 10,00,000 payable for even a single day's delay, though the real loss from such delay is small. The builder delays by one day. How much is payable?

Genuine pre-estimate  
= Liquidated damages  
(fully recoverable)

Extravagant "in terrorem"  
= Penalty  
(only reasonable comp.)

- (A) The whole Rs 10,00,000 is payable.
- (B) Nothing at all is payable.
- (C) Only reasonable compensation for the actual loss, as the sum is a penalty.
- (D) Exactly double the actual loss.

**Q5. Principle:** A contract to do an act becomes void when, after the contract is made, the act becomes impossible by reason of some event which the promisor could not prevent. **Facts:** F hires G's music hall for a concert on a future date. Before that date, the hall is destroyed by an accidental fire, without the fault of either party. F sues G for failing to provide the hall. What is the position?

- (A) G must pay damages for not providing the hall.
- (B) The contract is void as performance became impossible, and neither party is liable.
- (C) F must still pay the agreed rent for the hall.
- (D) G must build a new hall for F.

**Q6. Principle:** Where the parties intend that time shall be of the essence of the contract, a failure to perform within the fixed time entitles the other party to treat the contract as broken and to refuse performance. **Facts:** H agrees to deliver a consignment of fresh fish to a restaurant by noon, time being expressly of the essence. H delivers it only the next day, by when it is of little use. May the restaurant refuse the delivery?



- (A) Yes, it may reject the late delivery, as time was of the essence.
- (B) No, it must accept and pay in full.
- (C) No, it must accept the fish at half price.
- (D) Yes, but only if H agrees.

**Q7. Principle:** When a party to a contract prevents the other from performing his promise, the contract becomes voidable at the option of the party so prevented, who is excused from performance. **Facts:** J engages K to build a wall on J's land, but then locks the site and refuses to let K enter to do the work. K is sued by J for not completing the wall. Is K liable?

- (A) Yes, because K did not finish the wall.
- (B) Yes, because K should have forced his way in.
- (C) No, but K must still pay J damages.
- (D) No, K is excused because J prevented his performance.

**Q8. Principle:** Where a contract consists of reciprocal promises to be performed simultaneously, neither party need perform his promise unless the other is ready and willing to perform his. **Facts:** Under a cash sale, L is to deliver goods and M is to pay the price at the same time. M arrives without the money and is not ready to pay. M demands delivery first. Must L deliver?

- (A) Yes, L must deliver first in every case.
- (B) No, L need not deliver as M is not ready and willing to pay.
- (C) Yes, but L must give M a month's credit.
- (D) No, and the contract is automatically void.

**Q9. Principle:** Where the parties to a contract agree to substitute a new contract for the old one, the original contract is discharged and need not be performed (novation). **Facts:** P owes Q a sum under an old contract. P, Q and R then agree that R will be Q's debtor instead of P, in place of



the old arrangement. Q later sues P on the original contract. Will the claim against P succeed?

- (A) Yes, both contracts continue together.
- (B) Yes, because P was the first debtor.
- (C) No, the original contract is discharged by novation.
- (D) No, because no contract is valid at all.

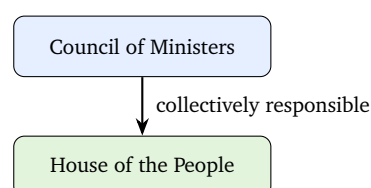
**Q10. Principle:** A contract that depends on the personal skill or qualification of a party is discharged if that party dies or becomes permanently incapable of performing, and no question of breach arises. **Facts:** S, a famous painter, agrees to paint a portrait for T. Before he can begin, S dies. T sues S's estate for breach of contract. Will the claim succeed?

- (A) No, the contract is discharged by S's death, so there is no breach.
- (B) Yes, the estate must arrange another painter.
- (C) Yes, the estate must pay damages for breach.
- (D) No, but the estate must return double any advance.

**Q11.** Under the Constitution, the executive power of the Union is vested in which authority?

- (A) The Prime Minister
- (B) The President
- (C) The Council of Ministers
- (D) The Parliament

**Q12.** As shown below, the Council of Ministers is collectively responsible to which House of Parliament?



- (A) The Rajya Sabha
- (B) Both Houses equally
- (C) Neither House
- (D) The Lok Sabha

**Q13.** Who appoints the Prime Minister of India?

- (A) The President
- (B) The Lok Sabha by vote
- (C) The Chief Justice of India
- (D) The outgoing Prime Minister

**Q14.** The office of the Comptroller and Auditor-General of India is provided for under which Article of the Constitution?

- (A) Article 76
- (B) Article 124
- (C) Article 148
- (D) Article 324

**Q15.** Article 300A provides that no person shall be deprived of his property save by authority of law. After the 44th Amendment, the right to property in India is best described as:

- (A) a Fundamental Right under Part III
- (B) a Directive Principle of State Policy
- (C) a Fundamental Duty
- (D) a constitutional (legal) right, but not a Fundamental Right

**Q16.** Under Article 343, the official language of the Union is:

- (A) English only
- (B) Hindi in the Devanagari script

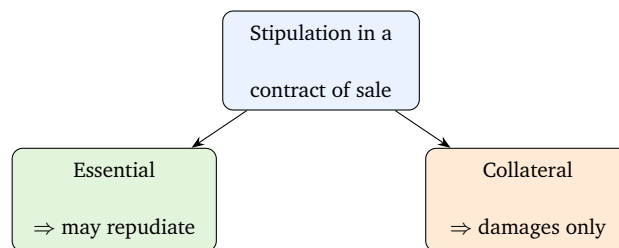


- (C) Sanskrit
- (D) every language in the Eighth Schedule equally

**Q17.** Under the Sale of Goods Act, a stipulation that is essential to the main purpose of the contract, the breach of which gives the buyer a right to treat the contract as repudiated, is called a:

- (A) condition
- (B) warranty
- (C) guarantee
- (D) recital

**Q18.** In the classification of stipulations shown below, a stipulation that is only collateral to the main purpose of the contract, the breach of which gives a right to claim damages but not to reject the goods, is called a:



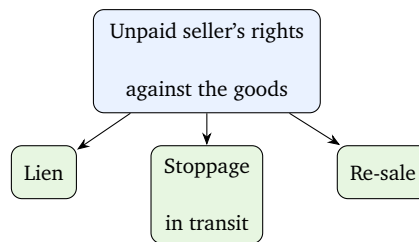
- (A) condition
- (B) warranty
- (C) consideration
- (D) earnest money

**Q19.** A “sale” differs from an “agreement to sell” in that, in a sale:

- (A) no price needs to be fixed
- (B) the goods must always be future goods
- (C) the buyer becomes the agent of the seller
- (D) the property (ownership) in the goods passes to the buyer at once



- Q20.** The rights of an “unpaid seller” against the goods are shown below. These rights of the unpaid seller include which of the following?



- (A) the right to imprison the buyer
- (B) the right to cancel the buyer’s other contracts
- (C) a lien on the goods, stoppage in transit, and re-sale
- (D) the right to seize the buyer’s other property
- Q21.** Goods identified and agreed upon at the time a contract of sale is made are known as:
- (A) future goods
- (B) specific (ascertained) goods
- (C) contingent goods
- (D) unascertained goods
- Q22.** “Criminal trespass” is committed when a person enters into property in the possession of another with intent to:
- (A) merely take a shortcut across it
- (B) buy the property
- (C) commit an offence or to intimidate, insult or annoy the person in possession
- (D) repair the boundary wall
- Q23.** The offence of “mischief” involves:
- (A) causing wrongful loss or damage to property by destroying it or diminishing its value or utility





- (B) take revenge after the danger has passed
- (C) harm an innocent third party for convenience
- (D) use reasonable force to protect his own person or property

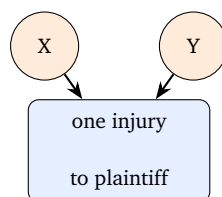
**Q28.** The defence of “statutory authority” in tort means that:

- (A) only government servants can be sued in tort
- (B) an act done under the authority of a statute is not actionable, if done without negligence, even though it causes harm
- (C) a statute can never authorise any harm
- (D) the plaintiff must first petition Parliament

**Q29.** “Exemplary” (or punitive) damages in tort are awarded mainly:

- (A) to restore the exact monetary loss only
- (B) where no legal right has been infringed
- (C) to punish the wrongdoer and deter others, over and above mere compensation
- (D) only in contract, never in tort

**Q30.** Where two or more persons, acting in concert, together cause a single injury to the plaintiff (as shown below), they are known as:



- (A) joint tortfeasors, liable jointly and severally
- (B) independent contractors
- (C) bailees of the plaintiff
- (D) strangers with no liability

**Q31.** The phrase “consensus ad idem” in the law of contract means:



- (A) a bare promise without consideration
- (B) let the seller beware
- (C) it is not my deed
- (D) a meeting of minds, both parties agreeing on the same thing in the same sense

**Q32.** A “nudum pactum” is:

- (A) a bare agreement made without consideration, which is not enforceable
- (B) a contract obtained by fraud
- (C) a contract with a minor
- (D) a fully performed contract

**Q33.** The maxim “caveat venditor” means:

- (A) let the buyer beware
- (B) the buyer takes all the risk
- (C) let the seller beware
- (D) the agreement is the supreme law

**Q34.** The plea “non est factum” is raised by a person who claims that:

- (A) he performed the contract fully
- (B) the document he signed is fundamentally different from what he was led to believe he was signing
- (C) the other party committed a crime
- (D) the contract was for an illegal purpose

**Q35.** The well-known rule on the remoteness of damages in contract, that only losses arising naturally or within the parties’ contemplation are recoverable, was laid down in:



- (A) Hadley v. Baxendale
- (B) Donoghue v. Stevenson
- (C) Carlill v. Carbolic Smoke Ball Co.
- (D) Balfour v. Balfour

**Q36.** In which case did the Supreme Court lay down the “rarest of rare” doctrine for awarding the death penalty?

- (A) Maneka Gandhi v. Union of India
- (B) Kesavananda Bharati v. State of Kerala
- (C) Vishaka v. State of Rajasthan
- (D) Bachan Singh v. State of Punjab

**Q37.** In which case did the Supreme Court recognise the “polluter pays” and “precautionary” principles as part of Indian environmental law?

- (A) Indra Sawhney v. Union of India
- (B) Olga Tellis v. Bombay Municipal Corporation
- (C) Vellore Citizens’ Welfare Forum v. Union of India
- (D) Shreya Singhal v. Union of India

**Q38.** Who was the first woman judge of the Supreme Court of India?

- (A) Justice Leila Seth
- (B) Justice M. Fathima Beevi
- (C) Justice Indu Malhotra
- (D) Justice Ruma Pal

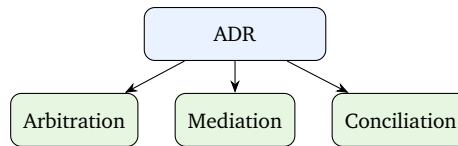
**Q39.** The National Green Tribunal (NGT) was established mainly to deal with cases relating to:

- (A) environmental protection and conservation
- (B) company mergers



- (C) service disputes of government employees
- (D) taxation appeals

**Q40.** “Alternative Dispute Resolution” (ADR), shown below, mainly includes which group of methods?



- (A) arrest, charge and trial
- (B) appeal, revision and review
- (C) arbitration, mediation and conciliation
- (D) summons, warrant and proclamation



**Detailed Solutions**

Q1.

**Solution**

**Concept — Anticipatory Breach:** A clear refusal to perform before the due date is itself a breach.

**Step 1 — Apply the principle:** On 1 May, A absolutely declared that he would not employ B at all, well before performance was due on 1 June.

**Step 2 — Conclusion:** B may treat the contract as broken at once and sue on 2 May, without waiting for 1 June.

**Why other options are wrong:**

- Options A and B: The principle does not require B to wait for the performance date or to first find another job.
- Option D: There is no rule limiting B to half the salary.

**Final Answer:** B may treat the contract as broken at once and sue ⇒

[Go Back to Q1](#)

Q2.

**Solution**

**Concept — Remoteness of Damages:** Only losses arising naturally or within the contemplation of both parties are recoverable.

**Step 1 — Apply the principle:** D's unusually high profits were a special loss, and that fact was never communicated to the carrier C.

**Step 2 — Conclusion:** Since the exceptional loss was neither natural nor in the contemplation of both parties, it is too remote, and C is not liable for it.

**Why other options are wrong:**

- Options B and C: Recovery is limited by the principle; not every rupee of profit nor every delay attracts liability for special loss.
- Option D: The principle does not say carriers are never liable; only that this particular loss is too remote.

**Final Answer:** The exceptional loss was not communicated and is too remote ⇒



**Answer: (A)** [Go Back to Q2](#)

Q3.

### Solution

**Concept — Duty to Mitigate:** The injured party must take reasonable steps to reduce his loss.

**Step 1 — Apply the principle:** E was offered a similar job at the same salary nearby but unreasonably refused it.

**Step 2 — Conclusion:** E cannot recover for the loss he could have avoided by taking the job, so he cannot claim his full lost wages.

**Why other options are wrong:**

- Options A and B: The duty to mitigate bars recovery of avoidable loss, and there is no rule allowing double wages.
- Option C: He is not barred from all recovery; only the avoidable part is disallowed.

**Final Answer:** He cannot claim for the loss he could have avoided ⇒ **D**

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

Q4.

### Solution

**Concept — Liquidated Damages and Penalty:** An extravagant sum fixed to frighten the other party is a penalty, and only reasonable compensation is allowed.

**Step 1 — Apply the principle:** Rs 10,00,000 for a single day's delay, when the real loss is small, is extravagant and "in terrorem", so it is a penalty, not a genuine pre-estimate.

**Step 2 — Conclusion:** The court will award only reasonable compensation for the actual loss suffered.

**Why other options are wrong:**

- Options A and D: The whole penalty sum, or double the loss, is not recoverable.
- Option B: Some reasonable compensation is due; it is not nil.

**Final Answer:** Only reasonable compensation, as the sum is a penalty ⇒ **C**



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

Q5.

### Solution

**Concept — Supervening Impossibility (Frustration):** A contract becomes void if performance later becomes impossible through an unpreventable event.

**Step 1 — Apply the principle:** The hall was destroyed by an accidental fire before the concert date, without the fault of either party.

**Step 2 — Conclusion:** Performance became impossible, so the contract is void and neither party is liable for non-performance.

**Why other options are wrong:**

- Options A and D: G is not liable in damages and need not build a new hall.
- Option C: F is not bound to pay rent for a hall that no longer exists.

**Final Answer:** The contract is void for impossibility, and neither party is liable ⇒

**B**

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

Q6.

### Solution

**Concept — Time of the Essence:** If time is essential, late performance may be rejected.

**Step 1 — Apply the principle:** Fresh fish for a restaurant by noon, with time expressly of the essence, was delivered only the next day.

**Step 2 — Conclusion:** As time was of the essence, the restaurant may treat the contract as broken and reject the late delivery.

**Why other options are wrong:**

- Options B and C: The restaurant need not accept the useless late delivery, whether in full or at half price.
- Option D: Rejection is the restaurant's right and does not depend on H's agreement.

**Final Answer:** It may reject the late delivery, as time was of the essence ⇒ **A**



**Answer: (A)** [Go Back to Q6](#)

Q7.

### Solution

**Concept — Prevention of Performance:** A party who prevents the other's performance cannot then hold him liable.

**Step 1 — Apply the principle:** J locked the site and refused to let K enter to build the wall.

**Step 2 — Conclusion:** Since J prevented K's performance, K is excused and is not liable for failing to complete the wall.

**Why other options are wrong:**

- Options A and B: K's non-completion is caused by J's own prevention, and K was not bound to force entry.
- Option C: K, being excused, owes no damages to J.

**Final Answer:** K is excused because J prevented his performance ⇒ **D**

**Answer: (D)** [Go Back to Q7](#)

Q8.

### Solution

**Concept — Reciprocal Promises:** In a simultaneous exchange, neither party need perform unless the other is ready and willing.

**Step 1 — Apply the principle:** Delivery and payment were to be simultaneous, but M arrived without the money and was not ready to pay.

**Step 2 — Conclusion:** Since M was not ready and willing to pay, L need not deliver the goods.

**Why other options are wrong:**

- Options A and C: L need not deliver first or grant credit in a cash sale.
- Option D: M's unreadiness does not by itself make the contract void.

**Final Answer:** L need not deliver as M is not ready and willing to pay ⇒ **B**

**Answer: (B)** [Go Back to Q8](#)



Q9.

**Solution**

**Concept — Novation:** Substituting a new contract discharges the old one.

**Step 1 — Apply the principle:** P, Q and R agreed that R would become Q's debtor in place of P, replacing the old arrangement.

**Step 2 — Conclusion:** The original contract between P and Q is discharged by novation, so Q's later claim against P will not succeed.

**Why other options are wrong:**

- Options A and B: The two contracts do not run together; P's being the first debtor does not revive the discharged contract.
- Option D: A valid new contract exists, namely the one with R.

**Final Answer:** The original contract is discharged by novation ⇒

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

Q10.

**Solution**

**Concept — Personal Contracts and Death:** A contract of personal skill ends with the death of the person who was to perform.

**Step 1 — Apply the principle:** The contract depended on S's personal skill as a painter, and S died before beginning the portrait.

**Step 2 — Conclusion:** The contract is discharged by S's death, so no breach arises and T's claim against the estate fails.

**Why other options are wrong:**

- Options B and C: The estate need not provide another painter or pay damages for breach.
- Option D: There is no rule requiring the estate to return double any advance.

**Final Answer:** The contract is discharged by death, so there is no breach ⇒

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



Q11.

**Solution**

**Concept — Executive Power of the Union:** Article 53 vests this power formally in one head.

**Explanation:** The executive power of the Union is vested in the **President**, and is exercised by him directly or through officers subordinate to him, on the aid and advice of the Council of Ministers.

**Why other options are wrong:**

- The Prime Minister and Council of Ministers exercise this power in practice but it is formally vested in the President; Parliament is the legislature.

**Final Answer:** The executive power of the Union is vested in the President ⇒

[Go Back to Q11](#)

Q12.

**Solution**

**Concept — Collective Responsibility:** The Ministry answers to the popular House.

**Explanation:** Under Article 75, the Council of Ministers is collectively responsible to the **Lok Sabha** (the House of the People). If it loses the confidence of the Lok Sabha, the Ministry must resign.

**Why other options are wrong:**

- Responsibility is to the Lok Sabha, not to the Rajya Sabha, nor equally to both Houses, and certainly not to neither.

**Final Answer:** The Council of Ministers is collectively responsible to the Lok Sabha ⇒

[Go Back to Q12](#)



Q13.

**Solution**

**Concept — Appointment of the PM:** The President formally appoints the head of government.

**Explanation:** The **President** appoints the Prime Minister, conventionally the leader of the party or coalition commanding a majority in the Lok Sabha.

**Why other options are wrong:**

- The Lok Sabha does not formally elect the PM by vote; the Chief Justice and the outgoing PM do not appoint him.

**Final Answer:** The President appoints the Prime Minister ⇒

[Go Back to Q13](#)

Q14.

**Solution**

**Concept — CAG:** The auditor of public accounts has its own Article.

**Explanation:** The Comptroller and Auditor-General of India is provided for under **Article 148**, which secures the independence of this office that audits government accounts.

**Why other options are wrong:**

- Article 76 deals with the Attorney-General, Article 124 with the Supreme Court, and Article 324 with the Election Commission.

**Final Answer:** The CAG is provided for under Article 148 ⇒

[Go Back to Q14](#)

Q15.

**Solution**

**Concept — Right to Property:** Once a Fundamental Right, it was later relocated.

**Explanation:** The 44th Amendment (1978) removed the right to property from the Fundamental Rights and placed it in **Article 300A** as a **constitutional (legal) right**. A person may now be deprived of property only by authority of law.

**Why other options are wrong:**



- It is no longer a Fundamental Right, and it is neither a Directive Principle nor a Fundamental Duty.

**Final Answer:** It is a constitutional (legal) right, not a Fundamental Right ⇒  D

**Answer:** (D) [Go Back to Q15](#)

Q16.

### Solution

**Concept — Official Language of the Union:** Article 343 names the official language.

**Explanation:** Under Article 343, the official language of the Union is **Hindi in the Devanagari script**, with English continuing for official purposes as provided by law.

**Why other options are wrong:**

- English alone is not the sole official language; Sanskrit is not named here; and the Eighth Schedule languages are not all equally the official language of the Union.

**Final Answer:** The official language of the Union is Hindi in the Devanagari script ⇒  B

**Answer:** (B) [Go Back to Q16](#)

Q17.

### Solution

**Concept — Condition in a Sale:** An essential stipulation is a condition.

**Explanation:** A **condition** is a stipulation essential to the main purpose of the contract; its breach entitles the buyer to repudiate (reject) the contract.

**Why other options are wrong:**

- A warranty is only collateral; “guarantee” and “recital” are not the terms for an essential stipulation in a sale.

**Final Answer:** An essential stipulation is a condition ⇒  A

**Answer:** (A) [Go Back to Q17](#)



Q18.

**Solution**

**Concept — Warranty in a Sale:** A collateral stipulation is a warranty.

**Explanation:** As the diagram shows, a stipulation collateral to the main purpose is a **warranty**; its breach gives only a right to claim damages, not to reject the goods.

**Why other options are wrong:**

- A condition is essential, not collateral; consideration and earnest money are different concepts.

**Final Answer:** A collateral stipulation is a warranty ⇒

[Go Back to Q18](#)

Q19.

**Solution**

**Concept — Sale vs Agreement to Sell:** The key difference is when ownership passes.

**Explanation:** In a **sale**, the property (ownership) in the goods passes to the buyer at once; in an agreement to sell, it passes at a future time or on fulfilment of a condition.

**Why other options are wrong:**

- A price is always required; goods need not be future goods; and a sale does not make the buyer the seller's agent.

**Final Answer:** In a sale, ownership passes to the buyer at once ⇒

[Go Back to Q19](#)



Q20.

**Solution**

**Concept — Unpaid Seller's Rights:** The law gives the unpaid seller specific rights against the goods.

**Explanation:** As shown, an unpaid seller has a **lien** on the goods, the right of **stoppage in transit**, and a right of **re-sale** in certain cases.

**Why other options are wrong:**

- The unpaid seller cannot imprison the buyer, cancel his other contracts, or seize his unrelated property.

**Final Answer:** The rights are lien, stoppage in transit, and re-sale ⇒  C

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

Q21.

**Solution**

**Concept — Specific Goods:** Goods identified at the time of contract are specific goods.

**Explanation: Specific (ascertained) goods** are goods identified and agreed upon when the contract of sale is made, such as a particular numbered car on the lot.

**Why other options are wrong:**

- Future goods are yet to be made or acquired; unascertained goods are not yet identified; “contingent goods” are a sub-class to be acquired on a contingency.

**Final Answer:** Goods identified at the time of the contract are specific goods ⇒

B

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



Q22.

**Solution**

**Concept — Criminal Trespass:** Unlawful entry with a wrongful intent.

**Explanation:** Criminal trespass is entering property in another's possession with intent to **commit an offence or to intimidate, insult or annoy** the person in possession.

**Why other options are wrong:**

- A mere shortcut, an intention to buy, or to repair a wall lacks the required wrongful intent.

**Final Answer:** It is entry with intent to commit an offence or to intimidate, insult or annoy ⇒

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

Q23.

**Solution**

**Concept — Mischief:** Causing damage to property is mischief.

**Explanation:** Mischief is causing **wrongful loss or damage to property** by destroying it or by diminishing its value or utility.

**Why other options are wrong:**

- Merely entering land is trespass; making a false document is forgery; dishonestly taking movable property is theft.

**Final Answer:** Mischief is causing wrongful loss or damage to property ⇒

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

Q24.

**Solution**

**Concept — Forgery:** Making a false document with a dishonest purpose.

**Explanation:** Forgery is the making of a **false document** (or false electronic record) with intent to cause damage or injury, or to commit fraud.

**Why other options are wrong:**



- An honest mistake, a true copy, or a mere oral statement is not the making of a false document.

**Final Answer:** Forgery is making a false document with intent to cause damage or fraud ⇒  D

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

Q25.

### Solution

**Concept — Anticipatory Bail:** Bail granted before arrest.

**Explanation:** **Anticipatory bail** is a direction that, in the event of arrest for a non-bailable offence, the person shall be released on bail. It is sought by one who apprehends arrest.

**Why other options are wrong:**

- Regular bail is sought after arrest; interim compensation is a money relief; parole is temporary release of a convict already in custody.

**Final Answer:** It is anticipatory bail ⇒  B

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

Q26.

### Solution

**Concept — Compoundable Offence:** Some offences may be settled between the parties.

**Explanation:** A **compoundable offence** is one which the parties may **compromise** (with the court's permission where required), so that the complainant agrees to drop the case and the prosecution ends.

**Why other options are wrong:**

- It is not an offence that must always go to trial, nor one limited to a fine, nor one triable only by the Supreme Court.

**Final Answer:** It is an offence that can be compromised between the parties ⇒  A

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



Q27.

**Solution**

**Concept — Private Defence in Tort:** Reasonable force may be used in self-protection.

**Explanation:** The defence of **private defence** allows a person to use **reasonable force** to protect his own person or property from an imminent threat.

**Why other options are wrong:**

- Excessive force, revenge after the danger has passed, or harming an innocent third party for convenience is not protected.

**Final Answer:** It permits reasonable force to protect one's person or property ⇒

D

**Answer: (D)** [Go Back to Q27](#)

Q28.

**Solution**

**Concept — Statutory Authority:** An act authorised by statute is not a tort if done carefully.

**Explanation:** The defence of **statutory authority** means an act done under the authority of a statute is **not actionable**, provided it is done without negligence, even if it causes some harm.

**Why other options are wrong:**

- The defence is not limited to government servants, a statute can authorise some harm, and no petition to Parliament is required.

**Final Answer:** An act authorised by statute, done without negligence, is not actionable ⇒  B

**Answer: (B)** [Go Back to Q28](#)



Q29.

**Solution**

**Concept — Exemplary Damages:** These go beyond compensation to punish.

**Explanation:** Exemplary (punitive) damages are awarded to punish the wrongdoer and to deter others, over and above the compensation for the actual loss.

**Why other options are wrong:**

- They are not limited to the exact loss, are not given where no right is infringed, and are available in tort, not only in contract.

**Final Answer:** They punish the wrongdoer and deter others, beyond mere compensation ⇒  C

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

Q30.

**Solution**

**Concept — Joint Tortfeasors:** Concerted wrongdoers share liability for one injury.

**Explanation:** Persons who act in concert to cause a single injury are **joint tortfeasors** and are liable **jointly and severally**, so the plaintiff may recover the whole from any one of them.

**Why other options are wrong:**

- They are not independent contractors or bailees, and they are certainly not strangers free of liability.

**Final Answer:** They are joint tortfeasors, liable jointly and severally ⇒  A

**Answer: (A)** [Go Back to Q30](#)



Q31.

**Solution**

**Concept — Consensus ad idem:** A valid agreement needs a true meeting of minds.

**Explanation:** **Consensus ad idem** means a **meeting of minds**, that is, both parties agreeing to the same thing in the same sense; without it, there is no real agreement.

**Why other options are wrong:**

- A bare promise is nudum pactum; “let the seller beware” is caveat venditor; “it is not my deed” is non est factum.

**Final Answer:** It means a meeting of minds on the same thing in the same sense ⇒

**Answer: (D)** [Go Back to Q31](#)

Q32.

**Solution**

**Concept — Nudum Pactum:** A bare promise without consideration.

**Explanation:** A **nudum pactum** is a **bare agreement made without consideration**, which the law will not enforce.

**Why other options are wrong:**

- A contract obtained by fraud, a contract with a minor, and a fully performed contract are all different ideas.

**Final Answer:** It is a bare agreement without consideration ⇒

**Answer: (A)** [Go Back to Q32](#)



Q33.

**Solution**

**Concept — Caveat Venditor:** The counterpart of “buyer beware”.

**Explanation:** **Caveat venditor** means “let the seller beware”, placing the responsibility on the seller, for instance to ensure the quality and fitness of the goods.

**Why other options are wrong:**

- “Let the buyer beware” and “the buyer takes the risk” are caveat emptor; “the agreement is the supreme law” is pacta sunt servanda.

**Final Answer:** It means “let the seller beware” ⇒

[Go Back to Q33](#)

Q34.

**Solution**

**Concept — Non est factum:** A plea that the deed is not truly the signer’s.

**Explanation:** **Non est factum** (“it is not my deed”) is raised where a person claims that the **document he signed was fundamentally different** from what he was led to believe he was signing.

**Why other options are wrong:**

- It is not about full performance, the other party’s crime, or illegality of purpose.

**Final Answer:** It is the plea that the signed document is fundamentally different from what was believed ⇒

[Go Back to Q34](#)

Q35.

**Solution**

**Concept — Hadley v. Baxendale:** The leading case on remoteness in contract.

**Explanation:** **Hadley v. Baxendale** laid down that damages for breach of contract are those arising naturally from the breach, or such as were in the contemplation of both parties when they contracted.

**Why other options are wrong:**



- Donoghue v. Stevenson is on negligence; Carlill is on general offers; Balfour v. Balfour is on intention to create legal relations.

**Final Answer:** The rule was laid down in Hadley v. Baxendale ⇒

**Answer: (A)** [Go Back to Q35](#)

Q36.

### Solution

**Concept — Bachan Singh:** The death penalty is confined to exceptional cases.

**Explanation:** In **Bachan Singh v. State of Punjab**, the Supreme Court upheld the death penalty but held that it should be imposed only in the “**rarest of rare**” cases.

**Why other options are wrong:**

- Maneka Gandhi concerned Article 21, Kesavananda the basic structure, and Vishaka workplace harassment guidelines.

**Final Answer:** The “rarest of rare” doctrine is from Bachan Singh ⇒

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

Q37.

### Solution

**Concept — Vellore Citizens’ Welfare Forum:** Environmental principles adopted into Indian law.

**Explanation:** In **Vellore Citizens’ Welfare Forum v. Union of India**, the Supreme Court recognised the “**polluter pays**” and “**precautionary**” principles as part of Indian environmental law.

**Why other options are wrong:**

- Indra Sawhney dealt with reservations, Olga Tellis with the right to livelihood, and Shreya Singhal with free speech online.

**Final Answer:** These principles were recognised in Vellore Citizens’ Welfare Forum ⇒

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



Q38.

**Solution**

**Concept — First Woman Supreme Court Judge:** A milestone for the judiciary.

**Explanation:** Justice M. Fathima Beevi became the first woman judge of the Supreme Court of India, appointed in 1989.

**Why other options are wrong:**

- Leila Seth was the first woman Chief Justice of a High Court; Indu Malhotra and Ruma Pal were later Supreme Court judges.

**Final Answer:** Justice M. Fathima Beevi was the first woman Supreme Court judge ⇒

[Go Back to Q38](#)

Q39.

**Solution**

**Concept — National Green Tribunal:** A specialised environmental forum.

**Explanation:** The **National Green Tribunal (NGT)**, set up under the NGT Act, 2010, deals with cases relating to **environmental protection** and the conservation of forests and natural resources.

**Why other options are wrong:**

- Company mergers, service disputes and taxation appeals go to other specialised tribunals, not the NGT.

**Final Answer:** The NGT deals with environmental protection cases ⇒

[Go Back to Q39](#)

Q40.

**Solution**

**Concept — Alternative Dispute Resolution:** Settling disputes outside regular trials.

**Explanation:** ADR mainly includes **arbitration, mediation and conciliation** (and Lok Adalats), which resolve disputes faster and with less expense than ordinary litigation.



**Why other options are wrong:**

- Arrest/charge/trial and summons/warrant/proclamation are criminal-process steps; appeal/revision/review are court remedies, not ADR.

**Final Answer:** ADR includes arbitration, mediation and conciliation ⇒

[Go Back to Q40](#)



## Answer Key

Q	Ans	Q	Ans	Q	Ans	Q	Ans	Q	Ans
1	C	2	A	3	D	4	C	5	B
6	A	7	D	8	B	9	C	10	A
11	B	12	D	13	A	14	C	15	D
16	B	17	A	18	B	19	D	20	C
21	B	22	C	23	A	24	D	25	B
26	A	27	D	28	B	29	C	30	A
31	D	32	A	33	C	34	B	35	A
36	D	37	C	38	B	39	A	40	C

