

PU LLB Legal Aptitude

Sample Paper – 12

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: A person is liable for malicious prosecution if he institutes criminal proceedings against another without reasonable and probable cause and with malice, the proceedings end in the other's favour, and the other suffers damage. **Facts:** X, out of personal enmity and without any honest belief in the charge, falsely lodges a criminal complaint against Y. Y is tried, acquitted, and suffers loss of reputation and expense. Is X liable?

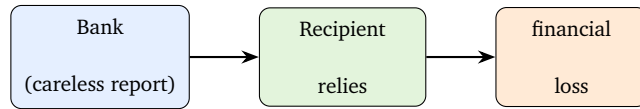
- (A) No, because anybody is free to make a complaint to the police.
- (B) No, because Y was only put to a short trial.
- (C) Yes, X is liable for malicious prosecution.
- (D) Yes, but only if X is a police officer.



- Q2. Principle:** A person who makes a false representation of fact, knowing it to be false or recklessly, intending that another act on it, is liable in the tort of deceit if the other acts on it and suffers loss. **Facts:** S, selling a second-hand machine, knowingly tells the buyer B that it is “in perfect working order”, though S knows it is badly defective. B relies on this and buys it, then suffers heavy loss. Is S liable?
- (A) Yes, S is liable for the tort of deceit.
 - (B) No, because B should have inspected the machine.
 - (C) No, because it was only ordinary sales talk.
 - (D) Yes, but only the police can take action.
- Q3. Principle:** A person who deals with the goods of another in a manner inconsistent with the owner’s right, such as selling them as his own, commits the tort of conversion. **Facts:** C is entrusted with D’s goods merely for safe keeping. Without authority, C sells the goods to a third party as if they were his own. Is C liable for conversion?
- (A) No, because possession of the goods allowed C to sell them.
 - (B) Yes, C is liable for conversion.
 - (C) No, because only the buyer of the goods is liable.
 - (D) Yes, but only if the goods were very valuable.
- Q4. Principle:** Direct and intentional interference with goods in the possession of another is actionable as trespass to goods, even if no substantial damage is caused. **Facts:** E, out of spite, deliberately scratches the paint of F’s car parked on the road, causing only minor marks. F sues E. Is E liable?
- (A) No, because the damage was only slight.
 - (B) No, because the car was on a public road.
 - (C) Yes, but only if the car could not be repaired.
 - (D) Yes, as direct interference with goods is actionable even without serious damage.



Q5. Principle: Where a special relationship exists, a person who carelessly makes a statement that is relied upon by another, causing financial loss, may be liable for negligent misstatement. **Facts:** A bank, asked for a credit reference about a customer, carelessly gives a favourable report. The recipient, as shown below, relies on it, extends credit, and suffers loss. Is the bank liable?



- (A) Yes, the bank is liable for negligent misstatement causing economic loss.
- (B) No, because words can never give rise to liability.
- (C) No, because the recipient should not trust a bank.
- (D) Yes, but only if the bank charged a fee for the report.

Q6. Principle: A person in possession of another’s goods who, after a proper demand, wrongfully refuses to return them to the person entitled is liable for their wrongful detention. **Facts:** G gives his watch to H, a repairer. After the repair charges are paid, H without any justification refuses to return the watch on G’s demand. Is H liable?

- (A) No, because the repairer may keep the watch as long as he likes.
- (B) No, because G must simply buy a new watch.
- (C) Yes, but only after one year of refusal.
- (D) Yes, wrongful refusal to return the goods on demand is actionable.

Q7. Principle: A person who maliciously makes a false statement about another’s goods or business, causing that other actual loss, is liable for injurious falsehood. **Facts:** J, a trader, falsely and maliciously tells customers that the food products of his rival K are poisonous, although they are perfectly safe. Many customers stop buying from K, who suffers loss. Is J liable?



- (A) Yes, J is liable for malicious false statements about K's goods causing loss.
- (B) No, because all forms of advertising are permitted.
- (C) No, because K should simply advertise more.
- (D) Yes, but only if the statement was made in writing.

Q8. Principle: A trader who sells his goods in a way that misrepresents them as the goods of another well-known trader, so as to deceive buyers, commits the tort of passing off. **Facts:** L, a new trader, sells ordinary goods under the name and get-up of a famous brand "Zenith", so that buyers think they are Zenith's products. Is L liable?

- (A) No, because names and get-up cannot be owned by anyone.
- (B) No, because buyers should be more careful.
- (C) Yes, but only if "Zenith" is a registered trademark.
- (D) Yes, L is liable for passing off his goods as those of the well-known brand.

Q9. Principle: A person who, knowing of a valid contract between two others, intentionally induces one of them to break it, thereby causing loss to the other, commits a tort. **Facts:** M knows that N is bound by a valid contract of employment with O. M deliberately persuades N to break that contract and join M instead, causing loss to O. Is M liable?

- (A) Yes, M is liable for knowingly inducing a breach of contract.
- (B) No, because everyone is free to change jobs.
- (C) No, because only N, who broke the contract, is liable.
- (D) Yes, but only if M used violence to persuade N.

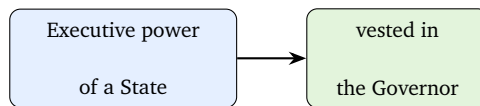
Q10. Principle: A mere expression of opinion or exaggerated sales praise ("puffery") is not a representation of fact and is not actionable as deceit. **Facts:** P, a car dealer, tells a buyer "this is the best car in town",



a general boast. The buyer, later dissatisfied, sues P for deceit. Will the claim succeed?

- (A) Yes, the boast amounts to deceit.
- (B) No, a mere expression of opinion or sales puff is not actionable deceit.
- (C) Yes, P must refund the full price.
- (D) No, but P must still pay damages.

Q11. As shown below, the executive power of a State is vested in which authority under the Constitution?

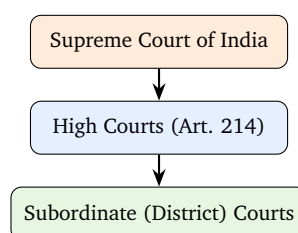


- (A) The Chief Minister
- (B) The Governor
- (C) The State Legislature
- (D) The President

Q12. The Governor of a State is appointed by which of the following?

- (A) The President
- (B) The Chief Minister of the State
- (C) The people of the State by election
- (D) The Chief Justice of India

Q13. In the hierarchy of courts shown below, the Constitution provides that there shall be a High Court for each State under which Article?



- (A) Article 124
- (B) Article 214
- (C) Article 226
- (D) Article 32

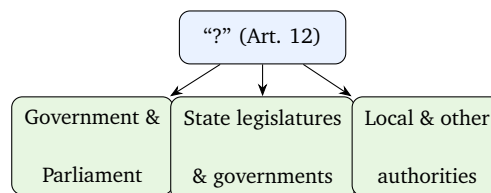
Q14. The Election Commission of India is established under which Article of the Constitution?

- (A) Article 280
- (B) Article 315
- (C) Article 324
- (D) Article 148

Q15. The Finance Commission, which recommends the distribution of taxes between the Union and the States, is constituted by the President under which Article?

- (A) Article 280
- (B) Article 256
- (C) Article 360
- (D) Article 110

Q16. For the purposes of Fundamental Rights, Article 12 of the Constitution gives an inclusive definition of which term shown below?



- (A) “law”
- (B) “citizen”
- (C) “the State”
- (D) “fundamental right”

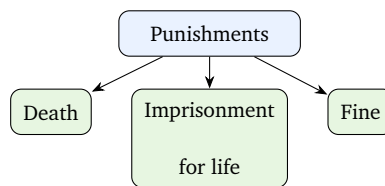


- Q17.** A contract is said to be discharged by “performance” when:
- (A) both parties fulfil their respective obligations under it
 - (B) one party refuses to perform
 - (C) a third party objects to it
 - (D) the court cancels it
- Q18.** Where the performance of a contract becomes impossible due to a supervening event beyond the control of the parties, the contract is discharged by:
- (A) mutual mistake at the outset
 - (B) supervening impossibility (frustration)
 - (C) the incapacity of a minor
 - (D) inadequacy of consideration
- Q19.** Discharge of a contract by the substitution of a new contract in place of the old one, by agreement of the parties, is called:
- (A) rescission
 - (B) remission
 - (C) waiver
 - (D) novation
- Q20.** Where the parties agree to accept some different performance in place of the original obligation, and that new performance is carried out, the contract is discharged by:
- (A) accord and satisfaction
 - (B) anticipatory breach
 - (C) quantum meruit
 - (D) ratification



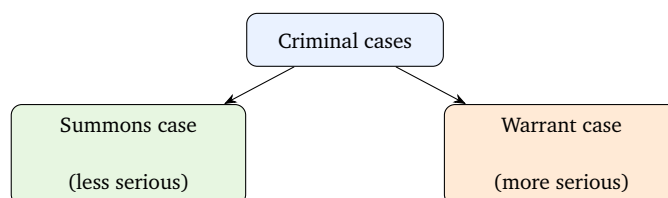
- Q21.** Where a contract contains reciprocal promises and one party prevents the other from performing his promise, the contract becomes:
- (A) void from the very beginning
 - (B) fully enforceable against the party who was prevented
 - (C) illegal and punishable
 - (D) voidable at the option of the party who was prevented

- Q22.** Among the punishments shown below, which one is NOT a recognised kind of punishment under the criminal law in India?



- (A) Death
 - (B) Imprisonment for life
 - (C) Public flogging
 - (D) Fine
- Q23.** “Community service” as a form of punishment for certain minor offences has been newly introduced by which of the following laws?
- (A) Bharatiya Nyaya Sanhita
 - (B) Bharatiya Nagarik Suraksha Sanhita
 - (C) Bharatiya Sakshya Adhinyam
 - (D) Indian Penal Code

- Q24.** In the classification of cases shown below, a “summons case” relates to an offence:

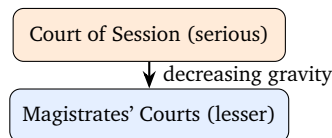


- (A) punishable with death
- (B) punishable with imprisonment exceeding seven years
- (C) that is always non-bailable
- (D) punishable with imprisonment not exceeding two years

Q25. Under the new criminal law (Bharatiya Nyaya Sanhita), the offence relating to acts endangering the sovereignty, unity and integrity of India has effectively replaced the older offence of:

- (A) theft
- (B) defamation
- (C) sedition
- (D) cheating

Q26. In the criminal court hierarchy shown below, the most serious offences (such as murder, punishable with death or life imprisonment) are generally tried by which court?



- (A) A Lok Adalat
- (B) The Court of Session
- (C) The Bar Council
- (D) The Election Commission

Q27. In the law of torts, “malice in law” means:

- (A) a wrongful act done intentionally without just cause or excuse
- (B) personal spite or ill-will only
- (C) an honest mistake of judgment
- (D) a pure accident



- Q28.** The maxim “actio personalis moritur cum persona” traditionally meant that:
- (A) a personal action survives forever against the heirs
 - (B) on the death of a party, certain personal tort actions came to an end
 - (C) only the State can sue in tort
 - (D) damages in tort are always doubled
- Q29.** “Nominal damages” in tort are awarded where:
- (A) the plaintiff has suffered very large losses
 - (B) the court wishes to punish the defendant
 - (C) a legal right is infringed but no real loss is suffered
 - (D) no legal right of the plaintiff has been infringed at all
- Q30.** The doctrine that the State, in its sovereign functions, historically could not be sued in tort is known as:
- (A) absolute liability
 - (B) vicarious liability
 - (C) contributory negligence
 - (D) sovereign immunity
- Q31.** The maxim “onus probandi” refers to:
- (A) the burden of proof
 - (B) the body of the offence
 - (C) a court without jurisdiction
 - (D) a meeting of minds
- Q32.** The expression “corpus delicti” means:
- (A) the burden of proof



- (B) the body or substance of the offence (the facts showing a crime was committed)
- (C) a bare promise without consideration
- (D) an act done in good faith

Q33. The doctrine of “estoppel” means:

- (A) a rule preventing a person from denying what he earlier asserted and on which another relied
- (B) the burden of proving a fact
- (C) let the buyer beware
- (D) a meeting of minds on the same thing

Q34. The phrase “coram non iudice” refers to a matter heard:

- (A) in good faith
- (B) with the burden of proof reversed
- (C) by the same reasoning
- (D) before one who is not a judge / a court lacking jurisdiction

Q35. In *Shankari Prasad v. Union of India*, the Supreme Court held that the power of Parliament to amend the Constitution under Article 368:

- (A) did not exist at all
- (B) included the power to amend Fundamental Rights
- (C) could be used only to amend the Preamble
- (D) belonged to the State Legislatures

Q36. In *Gian Kaur v. State of Punjab*, the Supreme Court held that the right to life under Article 21:

- (A) includes the right to die
- (B) permits capitation fees in education



- (C) makes all reservations unconstitutional
- (D) does NOT include the right to die

Q37. In *I.R. Coelho v. State of Tamil Nadu*, the Supreme Court held that laws placed in the Ninth Schedule:

- (A) are completely immune from judicial review
- (B) can never be added to after 1973
- (C) are open to judicial review if they damage the basic structure
- (D) automatically become part of the Preamble

Q38. Under Article 142, the Supreme Court of India is empowered to pass any order necessary for doing:

- (A) advisory opinions for the President
- (B) complete justice in any cause or matter before it
- (C) amendments to the Constitution
- (D) certification of money bills

Q39. A “curative petition” is a remedy that allows the Supreme Court to:

- (A) appeal its decision to a foreign court
- (B) amend the Constitution
- (C) reconsider its own final judgment, even after a review is dismissed, to prevent a miscarriage of justice
- (D) dissolve Parliament

Q40. A “Public Prosecutor” is an officer who:

- (A) defends the accused in a criminal trial
- (B) acts as the judge in the case
- (C) records the First Information Report
- (D) conducts the prosecution on behalf of the State in criminal cases



Detailed Solutions

Q1.

Solution

Concept — Malicious Prosecution: Wrongly setting the criminal law in motion is a tort.

Step 1 — Apply the principle: X acted without reasonable and probable cause and with malice; the proceedings ended in Y's favour (acquittal) and Y suffered damage.

Step 2 — Conclusion: All the elements are satisfied, so X is liable for malicious prosecution.

Why other options are wrong:

- Options A and B: The freedom to complain does not cover a malicious, baseless complaint, and the harm need not be lengthy.
- Option D: Liability does not depend on X being a police officer.

Final Answer: X is liable for malicious prosecution ⇒ C

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

Q2.

Solution

Concept — Deceit: A knowing false statement of fact, acted upon, is actionable.

Step 1 — Apply the principle: S knowingly made a false statement of fact about the machine, intending B to act on it.

Step 2 — Conclusion: B relied on it and suffered loss, so S is liable for the tort of deceit.

Why other options are wrong:

- Options B and C: A buyer's failure to inspect does not excuse a deliberate lie, and a knowing false statement of fact is more than mere sales talk.
- Option D: Deceit is a civil wrong actionable by B, not only by the police.

Final Answer: S is liable for the tort of deceit ⇒ A

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



Q3.

Solution

Concept — Conversion: Dealing with goods inconsistently with the owner's right is conversion.

Step 1 — Apply the principle: C, who held D's goods only for safe keeping, sold them as his own without authority.

Step 2 — Conclusion: This dealing is wholly inconsistent with D's ownership, so C is liable for conversion.

Why other options are wrong:

- Options A and C: Mere custody gives no right to sell, and the original wrongdoer C is liable regardless of the buyer.
- Option D: Liability for conversion does not depend on the value of the goods.

Final Answer: C is liable for conversion ⇒

[Go Back to Q3](#)

Q4.

Solution

Concept — Trespass to Goods: Direct interference with another's goods is actionable in itself.

Step 1 — Apply the principle: E intentionally and directly interfered with F's car, which was in F's possession.

Step 2 — Conclusion: Trespass to goods is actionable even without serious damage, so E is liable despite the marks being minor.

Why other options are wrong:

- Options A and B: Slight damage or the car being on a road does not defeat the action.
- Option C: Liability does not require that the car be beyond repair.

Final Answer: Direct interference with goods is actionable even without serious damage ⇒

[Go Back to Q4](#)



Q5.

Solution

Concept — Negligent Misstatement: A careless statement in a special relationship, relied upon, can cause liability.

Step 1 — Apply the principle: The bank, in a special relationship, carelessly gave a favourable credit reference that the recipient relied upon.

Step 2 — Conclusion: The reliance caused financial loss, so the bank may be liable for negligent misstatement.

Why other options are wrong:

- Options B and C: Words in a special relationship can give rise to liability, and reliance on a bank's reference is reasonable.
- Option D: Liability does not depend on a fee being charged.

Final Answer: The bank is liable for negligent misstatement causing economic loss ⇒

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

Q6.

Solution

Concept — Wrongful Detention of Goods: Refusing to return goods after a proper demand is actionable.

Step 1 — Apply the principle: The repair charges were paid, and H without justification refused to return the watch on G's demand.

Step 2 — Conclusion: The wrongful refusal to return the goods on demand is actionable, so H is liable.

Why other options are wrong:

- Options A and B: The repairer cannot keep the watch once paid, and G need not buy a new one.
- Option C: The action does not require waiting a year.

Final Answer: Wrongful refusal to return the goods on demand is actionable ⇒

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



Q7.

Solution

Concept — Injurious Falsehood: A malicious false statement about another's goods causing loss is a tort.

Step 1 — Apply the principle: J maliciously made a false statement that K's safe products were poisonous.

Step 2 — Conclusion: The statement caused K actual loss of custom, so J is liable for injurious falsehood.

Why other options are wrong:

- Options B and C: Not all advertising is permitted if it is a malicious falsehood, and the burden is not on K to advertise more.
- Option D: The statement need not be in writing to be actionable here.

Final Answer: J is liable for malicious false statements about K's goods causing loss ⇒

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

Q8.

Solution

Concept — Passing Off: Misrepresenting one's goods as another's is a tort.

Step 1 — Apply the principle: L sold ordinary goods under the name and get-up of the famous brand "Zenith", misleading buyers.

Step 2 — Conclusion: This misrepresentation amounts to passing off, so L is liable.

Why other options are wrong:

- Options A and B: Goodwill in a name and get-up is protected, and the buyer's care does not excuse the deception.
- Option C: Passing off protects goodwill even where the mark is unregistered (registration matters for an infringement action).

Final Answer: L is liable for passing off his goods as those of the well-known brand ⇒

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



Q9.

Solution

Concept — Inducing Breach of Contract: Knowingly procuring a breach is a tort.

Step 1 — Apply the principle: M knew of the valid employment contract between N and O and deliberately induced N to break it.

Step 2 — Conclusion: The inducement caused loss to O, so M is liable for the tort of inducing a breach of contract.

Why other options are wrong:

- Options B and C: The general freedom to change jobs does not protect a deliberate inducement, and M is liable in tort alongside N's liability in contract.
- Option D: Liability does not require the use of violence.

Final Answer: M is liable for knowingly inducing a breach of contract ⇒

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

Q10.

Solution

Concept — Puffery: Mere opinion or sales boast is not a statement of fact.

Step 1 — Apply the principle: “The best car in town” is a general boast and an expression of opinion, not a representation of fact.

Step 2 — Conclusion: Such puffery is not actionable as deceit, so the buyer's claim will not succeed.

Why other options are wrong:

- Options A and C: A mere boast is not deceit and does not by itself require a refund.
- Option D: Without a false statement of fact, no damages for deceit arise.

Final Answer: A mere expression of opinion or sales puff is not actionable deceit ⇒

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



Q11.

Solution

Concept — Executive Power of a State: Article 154 vests it formally in one head.

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

Why other options are wrong:

- The Chief Minister exercises power in practice but it is formally vested in the Governor; the State Legislature is the law-making body; the President heads the Union.

Final Answer: The executive power of a State is vested in the Governor ⇒

[Go Back to Q11](#)

Q12.

Solution

Concept — Appointment of Governor: The Governor is a nominee of the Centre.

Explanation: Under Article 155, the Governor of a State is appointed by the **President** and holds office during the pleasure of the President.

Why other options are wrong:

- The Chief Minister, the people by election, and the Chief Justice do not appoint the Governor.

Final Answer: The Governor is appointed by the President ⇒

[Go Back to Q12](#)

Q13.

Solution

Concept — High Courts: Each State has a High Court in the court hierarchy.

Explanation: **Article 214** provides that there shall be a High Court for each State, sitting above the subordinate courts and below the Supreme Court.

Why other options are wrong:



- Article 124 establishes the Supreme Court; Article 226 gives High Courts writ powers; Article 32 gives the Supreme Court writ powers.

Final Answer: A High Court for each State is provided under Article 214 ⇒

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

Q14.

Solution

Concept — Election Commission: The body conducting elections has its own Article.

Explanation: The Election Commission of India is established under **Article 324**, which entrusts it with the superintendence, direction and control of elections.

Why other options are wrong:

- Article 280 is the Finance Commission, Article 315 the Public Service Commissions, and Article 148 the CAG.

Final Answer: The Election Commission is established under Article 324 ⇒

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

Q15.

Solution

Concept — Finance Commission: It recommends sharing of taxes between Centre and States.

Explanation: Under **Article 280**, the President constitutes a Finance Commission every five years to recommend the distribution of taxes and grants-in-aid between the Union and the States.

Why other options are wrong:

- Article 256 deals with Centre-State obligations, Article 360 with Financial Emergency, and Article 110 with money bills.

Final Answer: The Finance Commission is constituted under Article 280 ⇒

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



Q16.

Solution

Concept — Definition of “the State”: Article 12 widens who is bound by Fundamental Rights.

Explanation: Article 12 gives an inclusive definition of “the State” for Part III, covering the Government and Parliament, the State legislatures and governments, and all local and other authorities.

Why other options are wrong:

- “Law” is defined in Article 13; “citizen” relates to Part II; “fundamental right” is the broader subject, not the term defined in Article 12.

Final Answer: Article 12 defines “the State” ⇒

Answer: (C) [Go Back to Q16](#)

Q17.

Solution

Concept — Discharge by Performance: A contract ends naturally when fully performed.

Explanation: A contract is discharged by **performance** when **both parties fulfil their respective obligations** according to its terms.

Why other options are wrong:

- A refusal to perform is a breach, a third party’s objection is irrelevant, and the court does not ordinarily “cancel” a duly performed contract.

Final Answer: Performance discharges a contract when both parties fulfil their obligations ⇒

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



Q18.

Solution

Concept — Discharge by Impossibility: A supervening impossibility ends the contract.

Explanation: Where performance becomes impossible after the contract due to an unforeseen event beyond the parties' control, the contract is discharged by **supervening impossibility (frustration)**.

Why other options are wrong:

- Mutual mistake at the outset makes the agreement void from the start; a minor's incapacity and inadequacy of consideration are different issues.

Final Answer: The contract is discharged by supervening impossibility ⇒ **B**

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

Q19.

Solution

Concept — Novation: Replacing the old contract with a new one discharges the old.

Explanation: **Novation** is the substitution of a new contract for an existing one, by the agreement of the parties, which discharges the original contract.

Why other options are wrong:

- Rescission cancels a contract, remission is acceptance of lesser performance, and waiver is giving up a right; none is a substitution of a new contract.

Final Answer: Substituting a new contract for the old is novation ⇒ **D**

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



Q20.

Solution

Concept — Accord and Satisfaction: A new agreed performance can discharge the old obligation.

Explanation: Accord and satisfaction occurs where the parties agree to accept a different performance in place of the original (the accord) and that new performance is actually carried out (the satisfaction), discharging the contract.

Why other options are wrong:

- Anticipatory breach is a refusal to perform; quantum meruit is payment for work done; ratification is approval of an earlier unauthorised act.

Final Answer: It is discharge by accord and satisfaction ⇒

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

Q21.

Solution

Concept — Prevention of Performance: A party prevented from performing is protected.

Explanation: Where one party prevents the other from performing his reciprocal promise, the contract becomes **voidable at the option of the party so prevented**, who may also claim compensation.

Why other options are wrong:

- The contract is not void from the start, not enforceable against the prevented party, and not illegal.

Final Answer: The contract becomes voidable at the option of the party prevented ⇒

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



Q22.

Solution

Concept — Kinds of Punishment: The law lists the permissible punishments.

Explanation: The recognised punishments include death, imprisonment for life, imprisonment, forfeiture of property, fine, and now community service. **Public flogging** is NOT a recognised punishment.

Why other options are wrong:

- Death, imprisonment for life, and fine are all recognised kinds of punishment.

Final Answer: Public flogging is not a recognised punishment ⇒

[Go Back to Q22](#)

Q23.

Solution

Concept — Community Service: A new, reformatory punishment.

Explanation: **Community service** as a punishment for certain minor offences was newly introduced by the **Bharatiya Nyaya Sanhita**, the law that replaced the Indian Penal Code.

Why other options are wrong:

- The BNSS is the procedure code and the BSA the evidence law; the old IPC did not provide for community service.

Final Answer: Community service was introduced by the Bharatiya Nyaya Sanhita ⇒

[Go Back to Q23](#)



Q24.

Solution

Concept — Summons Case: Less serious offences follow a simpler procedure.

Explanation: A **summons case** relates to an offence **punishable with imprisonment not exceeding two years**, tried by a simpler procedure; more serious offences are warrant cases.

Why other options are wrong:

- Offences punishable with death or imprisonment exceeding seven years are warrant cases; bailability is a separate classification.

Final Answer: A summons case is an offence punishable with imprisonment not exceeding two years ⇒ D

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

Q25.

Solution

Concept — New Offence Replacing Sedition: The old offence has been recast.

Explanation: Under the Bharatiya Nyaya Sanhita, the offence dealing with **acts endangering the sovereignty, unity and integrity of India** has effectively replaced the older offence of **sedition**.

Why other options are wrong:

- Theft, defamation and cheating are separate offences, not the one replaced here.

Final Answer: It replaced the older offence of sedition ⇒ C

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



Q26.

Solution

Concept — Court of Session: The most serious offences are tried at the Sessions level.

Explanation: The most serious offences, such as murder (punishable with death or life imprisonment), are generally triable by the **Court of Session**.

Why other options are wrong:

- A Lok Adalat settles compoundable/civil matters by compromise; the Bar Council regulates lawyers; the Election Commission conducts elections.

Final Answer: The most serious offences are tried by the Court of Session ⇒ **B**

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

Q27.

Solution

Concept — Malice in Law: Malice can mean a wrong done without lawful excuse.

Explanation: Malice in law means a **wrongful act done intentionally without just cause or excuse**; it does not require personal spite or ill-will.

Why other options are wrong:

- Personal spite is “malice in fact”; an honest mistake or a pure accident is not malice in law.

Final Answer: It is a wrongful act done intentionally without just cause or excuse ⇒ **A**

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

Q28.

Solution

Concept — Actio Personalis: A personal action could die with the person.

Explanation: The maxim “actio personalis moritur cum persona” traditionally meant that **on the death of a party, certain personal tort actions came to an end** (subject to statutory exceptions today).

Why other options are wrong:



- The maxim is the opposite of the action surviving forever; it is not about only the State suing or about doubling damages.

Final Answer: On death, certain personal tort actions came to an end ⇒ B

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

Q29.

Solution

Concept — Nominal Damages: A small sum vindicating a right.

Explanation: Nominal damages are a small sum awarded where a **legal right is infringed but no real loss is suffered**, recognising the violation of the right (injuria sine damno).

Why other options are wrong:

- Large losses attract compensatory damages, punishment is the role of exemplary damages, and where no right is infringed no damages arise.

Final Answer: They are awarded where a right is infringed but no real loss is suffered ⇒ C

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

Q30.

Solution

Concept — Sovereign Immunity: A historic shield for the State's sovereign acts.

Explanation: Sovereign immunity is the doctrine that the State, in the exercise of its sovereign functions, historically could not be sued in tort; modern law has greatly narrowed this immunity.

Why other options are wrong:

- Absolute and vicarious liability impose liability; contributory negligence is a defence reducing damages.

Final Answer: The doctrine is sovereign immunity ⇒ D

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



Q31.

Solution

Concept — Onus Probandi: Who must prove the case.

Explanation: **Onus probandi** means the **burden of proof**, that is, the duty of a party to prove the facts he asserts.

Why other options are wrong:

- The body of the offence is corpus delicti; a court without jurisdiction is coram non iudice; a meeting of minds is consensus ad idem.

Final Answer: It refers to the burden of proof ⇒

[Go Back to Q31](#)

Q32.

Solution

Concept — Corpus Delicti: The essential facts that a crime occurred.

Explanation: **Corpus delicti** means the **body or substance of the offence**, the essential facts showing that a crime has actually been committed.

Why other options are wrong:

- The burden of proof is onus probandi; a bare promise is nudum pactum; good faith is bona fide.

Final Answer: It means the body or substance of the offence ⇒

[Go Back to Q32](#)

Q33.

Solution

Concept — Estoppel: A person may be stopped from going back on his word.

Explanation: **Estoppel** is a rule that **prevents a person from denying what he earlier asserted** when another has relied on that assertion to his detriment.

Why other options are wrong:

- The burden of proof is onus probandi; “let the buyer beware” is caveat emptor; a meeting of minds is consensus ad idem.



Final Answer: It prevents a person from denying what he earlier asserted and another relied on ⇒ A

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

Q34.

Solution

Concept — Coram Non Judice: A proceeding before a body lacking authority.

Explanation: Coram non judice means a matter heard **before one who is not a judge**, or by a court that lacks jurisdiction; such proceedings are a nullity.

Why other options are wrong:

- Good faith is bona fide; the burden of proof is onus probandi; “by the same reasoning” is not the meaning of this maxim.

Final Answer: It means before one who is not a judge / a court lacking jurisdiction ⇒ D

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

Q35.

Solution

Concept — Shankari Prasad: An early view on the amending power.

Explanation: In Shankari Prasad v. Union of India, the Supreme Court held that the power to amend the Constitution under Article 368 **included the power to amend Fundamental Rights**.

Why other options are wrong:

- The Court did not hold the power non-existent, nor limited to the Preamble, nor vested in the State Legislatures.

Final Answer: The amending power included the power to amend Fundamental Rights ⇒ B

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



Q36.

Solution

Concept — Gian Kaur: The right to life and the right to die.

Explanation: In **Gian Kaur v. State of Punjab**, the Supreme Court held that the right to life under Article 21 **does NOT include the right to die**, overruling the contrary view in P. Rathinam.

Why other options are wrong:

- The Court did not recognise a right to die, nor was the case about capitation fees or reservations.

Final Answer: The right to life does NOT include the right to die ⇒

[Go Back to Q36](#)

Q37.

Solution

Concept — I.R. Coelho: The Ninth Schedule and the basic structure.

Explanation: In **I.R. Coelho v. State of Tamil Nadu**, the Supreme Court held that laws placed in the Ninth Schedule after 24 April 1973 are **open to judicial review if they damage the basic structure** of the Constitution.

Why other options are wrong:

- They are not wholly immune from review, the Ninth Schedule can still be added to, and such laws do not become part of the Preamble.

Final Answer: Ninth Schedule laws are open to review if they damage the basic structure ⇒

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Q38.

Solution

Concept — Article 142: A special power to do complete justice.

Explanation: Under **Article 142**, the Supreme Court may pass any decree or order necessary for doing **complete justice** in any cause or matter pending before it.

Why other options are wrong:

- Advisory opinions come under Article 143; the Court cannot amend the Constitution or certify money bills (that is the Speaker's role).

Final Answer: Article 142 empowers the Court to do complete justice ⇒

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Q39.

Solution

Concept — Curative Petition: A last remedy to correct grave injustice.

Explanation: A **curative petition** allows the Supreme Court to **reconsider its own final judgment**, even after a review petition is dismissed, to prevent abuse of process or a miscarriage of justice.

Why other options are wrong:

- The Court cannot appeal to a foreign court, amend the Constitution, or dissolve Parliament.

Final Answer: It lets the Court reconsider its own final judgment to prevent injustice ⇒

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Q40.

Solution

Concept — Public Prosecutor: The State's advocate in criminal trials.

Explanation: A **Public Prosecutor** is an officer who **conducts the prosecution on behalf of the State** in criminal cases, acting fairly in the interest of justice.

Why other options are wrong:



- The defence counsel defends the accused, the judge decides the case, and the police record the FIR.

Final Answer: A Public Prosecutor conducts the prosecution on behalf of the State

⇒

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Answer Key

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

