

PU LLB Legal Aptitude

Sample Paper – 1

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 who causes harm to another while exercising the right of private defence, when faced with a reasonable apprehension of immediate danger to life, commits no offence. **Facts:** X, walking home at night, is suddenly attacked by Y with a knife. X pushes Y away to save himself, and Y falls and is injured. Is X liable?

- (A) Yes, because X caused injury to Y.
- (B) No, because X acted in private defence against an immediate threat.
- (C) Yes, because X could have run away instead.
- (D) No, because Y was only injured and not killed.

Q2. Principle: An agreement is voidable at the option of a party whose consent was obtained by coercion. **Facts:** A threatens to harm B's son unless



B sells his car to A at a very low price. Frightened, B agrees and signs the sale deed. Can B avoid the contract?

- (A) No, because B signed the deed willingly.
- (B) No, because the price had already been fixed.
- (C) Yes, but only if the son was actually harmed.
- (D) Yes, because B's consent was obtained by coercion.

Q3. Principle: Whoever, intending to take dishonestly any movable property out of the possession of another without consent, moves that property, commits theft. **Facts:** A picks up an umbrella from a stand and walks off, genuinely believing it to be his own. Has A committed theft?

- (A) Yes, because he took B's umbrella.
- (B) No, because he had no dishonest intention.
- (C) Yes, because B's consent was not taken.
- (D) No, because an umbrella is not movable property.

Q4. Principle: A master is liable for the wrongful acts of his servant if the act is done in the course of employment. **Facts:** D, a delivery driver employed by a courier company, negligently knocks down a pedestrian while delivering parcels. Who is liable to the pedestrian?

- (A) Only D, because he was driving.
- (B) The pedestrian, for not being careful.
- (C) No one, because it was an accident.
- (D) The company, because D acted in the course of employment.

Q5. Principle: An agreement with a minor (a person below 18 years) is void from the beginning. **Facts:** A, aged 16, agrees to buy a motorcycle from B on credit. B later sues A to recover the price. Will B succeed?

- (A) No, because an agreement with a minor is void.
- (B) Yes, because A took delivery of the motorcycle.



- (C) Yes, because A promised to pay.
- (D) No, but A must return double the price.

Q6. Principle: Whoever threatens another with injury, in order to make that person do an act he is not legally bound to do, commits criminal intimidation. **Facts:** A tells B, “Pay me Rs. 5,000 or I will spread false rumours about you.” Frightened, B pays. Has A committed an offence?

- (A) No, because B paid the money willingly.
- (B) No, because no physical harm was caused.
- (C) Yes, because A put B in fear to make him pay.
- (D) Yes, but only if the rumours were actually spread.

Q7. Principle: A person is liable for negligence if he owes a duty of care to another, breaches that duty, and thereby causes damage. **Facts:** A shopkeeper leaves a freshly mopped, wet floor with no warning sign. A customer slips on it and breaks his arm. Is the shopkeeper liable?

- (A) No, because the customer should have looked where he walked.
- (B) Yes, because he breached his duty of care and caused harm.
- (C) No, because slipping is entirely the customer’s own fault.
- (D) Yes, but only if the customer had complained earlier.

Q8. Principle: Acceptance of an offer must be absolute and unqualified; a reply that changes the terms is a counter-offer, not an acceptance. **Facts:** A offers to sell his cycle to B for Rs. 2,000. B replies, “I will buy it for Rs. 1,500.” Is a contract formed?

- (A) Yes, because B agreed to buy the cycle.
- (B) Yes, the contract is formed at Rs. 2,000.
- (C) No, because the offer was not made in writing.
- (D) No, because B’s reply was a counter-offer, not an acceptance.



- Q9. Principle:** No person shall be prosecuted and punished for the same offence more than once. **Facts:** A is tried and convicted for theft of a watch. Later, the State seeks to prosecute him again for the very same theft. Is the second prosecution valid?
- (A) Yes, because the State may re-try anyone.
 - (B) No, because no one can be punished twice for the same offence.
 - (C) Yes, if fresh evidence is later discovered.
 - (D) No, unless A confesses to the offence again.
- Q10. Principle:** A person who finds goods belonging to another and takes them into his custody must take reasonable care of them and make efforts to find the true owner. **Facts:** A finds a wallet full of cash on the road, takes it home, makes no effort to trace the owner, and spends the money. Is A liable?
- (A) No, because he found the wallet purely by chance.
 - (B) No, because the owner was careless in losing it.
 - (C) Yes, because a finder becomes the full owner of goods.
 - (D) Yes, because he failed to try to find the owner and used the money.
- Q11.** Which Part of the Indian Constitution deals with Fundamental Rights?
- (A) Part II
 - (B) Part IV
 - (C) Part III
 - (D) Part V
- Q12.** The Right to Equality is guaranteed under which group of Articles of the Constitution?
- (A) Articles 14 to 18
 - (B) Articles 19 to 22
 - (C) Articles 23 to 24



(D) Articles 25 to 28

Q13. Which writ is issued by a court to produce a detained person before it and examine the legality of the detention?

(A) Mandamus

(B) Certiorari

(C) Quo Warranto

(D) Habeas Corpus

Q14. The Directive Principles of State Policy are contained in which Part of the Constitution?

(A) Part III

(B) Part IV

(C) Part IVA

(D) Part V

Q15. How many Fundamental Rights are presently guaranteed by the Indian Constitution?

(A) 6

(B) 5

(C) 7

(D) 11

Q16. The power of judicial review enables the courts to:

(A) make new laws for the country

(B) amend the Constitution

(C) examine the constitutional validity of laws

(D) dissolve Parliament



- Q17.** Under the Indian Contract Act, 1872, an agreement enforceable by law is called a:
- (A) promise
 - (B) proposal
 - (C) contract
 - (D) offer
- Q18.** In the law of contracts, “consideration” essentially means:
- (A) free consent of the parties
 - (B) something in return for a promise
 - (C) a written and stamped document
 - (D) the presence of a witness
- Q19.** An agreement to do an act that is impossible in itself is:
- (A) valid
 - (B) voidable
 - (C) enforceable
 - (D) void
- Q20.** Where both parties to an agreement are under a mistake as to a matter of fact essential to the agreement, the agreement is:
- (A) void
 - (B) valid
 - (C) voidable at the buyer’s option
 - (D) binding on both
- Q21.** Which of the following is NOT an essential element of a valid contract?
- (A) Free consent
 - (B) Lawful consideration



- (C) A written document on stamp paper
- (D) Parties competent to contract

Q22. Which new law has replaced the Indian Penal Code, 1860 as the main criminal code of India?

- (A) Bharatiya Nagarik Suraksha Sanhita
- (B) Bharatiya Sakshya Adhinyam
- (C) Bharatiya Nyaya Sanhita
- (D) Bharatiya Dand Sanhita

Q23. In criminal law, the term “mens rea” refers to:

- (A) the guilty act
- (B) the guilty mind or intention
- (C) the chief witness
- (D) the punishment imposed

Q24. An act done by a person who, due to unsoundness of mind, is incapable of knowing the nature of the act is:

- (A) not an offence
- (B) an offence punishable in the normal way
- (C) punishable only with a fine
- (D) always treated as murder

Q25. Below which age is a child held to be wholly incapable of committing any offence under Indian criminal law?

- (A) 7 years
- (B) 12 years
- (C) 16 years
- (D) 18 years



- Q26.** “Abetment” of an offence means:
- (A) committing the offence personally
 - (B) merely witnessing the offence
 - (C) reporting the offence to the police
 - (D) instigating or aiding another to commit it
- Q27.** In law, a “tort” is best described as:
- (A) a criminal wrong
 - (B) a breach of contract
 - (C) a civil wrong for which the remedy is unliquidated damages
 - (D) a breach of trust
- Q28.** The maxim “volenti non fit injuria” means:
- (A) the thing speaks for itself
 - (B) no injury is done to one who consents
 - (C) let the buyer beware
 - (D) an act of God
- Q29.** In the law of torts, “res ipsa loquitur” means:
- (A) the thing speaks for itself
 - (B) a guilty mind
 - (C) beyond reasonable doubt
 - (D) let the buyer beware
- Q30.** Damage suffered without the violation of any legal right is expressed by which maxim?
- (A) Injuria sine damno
 - (B) Res judicata



- (C) Ubi jus ibi remedium
- (D) Damnum sine injuria

Q31. The maxim “ubi jus ibi remedium” means:

- (A) let the buyer beware
- (B) an act of God
- (C) where there is a right, there is a remedy
- (D) the guilty mind

Q32. The principle of natural justice expressed by “audi alteram partem” means:

- (A) no one should be a judge in his own case
- (B) hear the other side
- (C) the thing speaks for itself
- (D) beyond reasonable doubt

Q33. An “ex post facto” law is one that:

- (A) operates retrospectively
- (B) operates only in the future
- (C) is an unwritten law
- (D) applies only to minors

Q34. The maxim “caveat emptor” means:

- (A) let the seller beware
- (B) the buyer’s warranty
- (C) let the buyer beware
- (D) the seller’s remedy

Q35. In which landmark case did the Supreme Court lay down the “Basic Structure” doctrine of the Constitution?



- (A) Maneka Gandhi v. Union of India
- (B) Golaknath v. State of Punjab
- (C) Minerva Mills v. Union of India
- (D) Kesavananda Bharati v. State of Kerala

Q36. Which case expanded “the right to life and personal liberty” under Article 21 to require a just, fair and reasonable procedure?

- (A) A. K. Gopalan v. State of Madras
- (B) Kesavananda Bharati v. State of Kerala
- (C) Maneka Gandhi v. Union of India
- (D) Shah Bano case

Q37. In which case did the Supreme Court hold that the Right to Privacy is a fundamental right?

- (A) K. S. Puttaswamy v. Union of India
- (B) Kesavananda Bharati v. State of Kerala
- (C) Vishaka v. State of Rajasthan
- (D) Indra Sawhney v. Union of India

Q38. The Supreme Court of India is located in which city?

- (A) New Delhi
- (B) Mumbai
- (C) Kolkata
- (D) Prayagraj

Q39. Who is the head of the Indian judiciary?

- (A) the Attorney General of India
- (B) the Union Law Minister
- (C) the President of India



(D) the Chief Justice of India

Q40. The Chief Justice of India is appointed by which authority?

- (A) the Prime Minister
- (B) the President of India
- (C) the Parliament
- (D) the Law Commission



Detailed Solutions

Q1.

Solution

Concept — Private Defence: The given principle protects a person who harms an attacker while defending himself against an immediate danger to life.

Step 1 — Apply the principle: X faced a sudden knife attack, which is a reasonable apprehension of immediate danger to his life.

Step 2 — Conclusion: Pushing the attacker away to save himself falls squarely within private defence, so X commits no offence.

Why other options are wrong:

- Option A: Causing injury alone does not create liability when it is in private defence.
- Option C: The principle does not require X to first run away.
- Option D: Liability does not depend on whether Y died or was only injured.

Final Answer: X acted in private defence and is not liable ⇒

[Go Back to Q1](#)

Q2.

Solution

Concept — Coercion: A contract is voidable when consent is obtained by threatening harm.

Step 1 — Apply the principle: A threatened harm to B's son to force B to sell the car, so B's consent was caused by coercion.

Step 2 — Conclusion: The agreement is voidable at B's option, so B can avoid it.

Why other options are wrong:

- Options A and B: Signing under a threat is not free consent, and a fixed price does not cure coercion.
- Option C: The principle does not require the threatened harm to actually occur.

Final Answer: B's consent was obtained by coercion, so he can avoid the contract ⇒



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

Q3.

Solution

Concept — Theft and Dishonest Intention: Theft requires a dishonest intention to take another's movable property.

Step 1 — Apply the principle: A genuinely believed the umbrella was his own, so he had no dishonest intention.

Step 2 — Conclusion: Without dishonest intention, the essential ingredient of theft is missing.

Why other options are wrong:

- Options A and C: Merely taking the umbrella or lack of consent is not enough without dishonest intent.
- Option D: An umbrella clearly is movable property; that is not the issue.

Final Answer: A had no dishonest intention, so no theft ⇒ **B**

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

Q4.

Solution

Concept — Vicarious Liability: A master is liable for a servant's wrongful act done in the course of employment.

Step 1 — Apply the principle: D was delivering the company's parcels, which is the very work he was employed to do.

Step 2 — Conclusion: Since the negligent act occurred in the course of employment, the company is liable.

Why other options are wrong:

- Option A: The principle extends liability to the master, so it is not D alone.
- Options B and C: Blaming the pedestrian or calling it an accident ignores the negligence.

Final Answer: The company is liable as D acted in the course of employment ⇒ **D**



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

Q5.

Solution

Concept — Minor's Agreement: An agreement with a person below 18 is void from the start.

Step 1 — Apply the principle: A was 16 at the time of the agreement, so the agreement is void.

Step 2 — Conclusion: A void agreement cannot be enforced, so B cannot recover the price.

Why other options are wrong:

- Options B and C: Taking delivery or promising to pay does not make a minor's void agreement enforceable.
- Option D: The principle does not impose any "double the price" duty.

Final Answer: The agreement with a minor is void, so B fails ⇒ **A**

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

Q6.

Solution

Concept — Criminal Intimidation: Threatening injury to make a person do something he is not bound to do is an offence.

Step 1 — Apply the principle: A threatened to spread false rumours (injury to reputation) to make B pay money he was not bound to pay.

Step 2 — Conclusion: A put B in fear to compel the payment, which is criminal intimidation.

Why other options are wrong:

- Option A: B paid only out of fear, not true willingness.
- Option B: Injury includes harm to reputation, not just physical harm.
- Option D: The offence is complete once the threat causes fear; the rumours need not be spread.

Final Answer: A committed criminal intimidation ⇒ **C**



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

Q7.

Solution

Concept — Negligence: Liability arises from a duty of care, its breach, and resulting damage.

Step 1 — Apply the principle: A shopkeeper owes a duty of care to customers; leaving a wet floor without a warning sign breaches that duty.

Step 2 — Conclusion: The breach caused the customer's injury, so the shopkeeper is liable.

Why other options are wrong:

- Options A and C: Shifting all blame to the customer ignores the missing warning sign.
- Option D: Liability does not depend on an earlier complaint.

Final Answer: The shopkeeper breached his duty of care and is liable ⇒ **B**

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

Q8.

Solution

Concept — Acceptance and Counter-Offer: Acceptance must be absolute; changing a term creates a counter-offer.

Step 1 — Apply the principle: B did not accept Rs. 2,000; he proposed a different price of Rs. 1,500.

Step 2 — Conclusion: This is a counter-offer, so no contract is formed on A's original offer.

Why other options are wrong:

- Options A and B: B did not agree to the original terms, so no contract arises at Rs. 2,000.
- Option C: Writing is not required here; the defect is the change of terms.

Final Answer: B's reply was a counter-offer, so no contract is formed ⇒ **D**

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



Q9.

Solution

Concept — Double Jeopardy: No one may be prosecuted and punished twice for the same offence.

Step 1 — Apply the principle: A was already tried and convicted for the theft of the watch.

Step 2 — Conclusion: A fresh prosecution for the same theft is barred.

Why other options are wrong:

- Options A and C: The State cannot re-try for the same offence, even with fresh evidence, under this principle.
- Option D: A confession does not revive a barred prosecution.

Final Answer: The second prosecution for the same offence is invalid ⇒ B

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

Q10.

Solution

Concept — Finder of Goods: A finder must take reasonable care and try to find the true owner.

Step 1 — Apply the principle: A took the wallet into his custody but made no effort to trace the owner and spent the money.

Step 2 — Conclusion: By failing his duty and using the money, A is liable.

Why other options are wrong:

- Options A and B: Finding by chance or the owner's carelessness does not excuse the finder's duty.
- Option C: A finder does not become the full owner of the goods.

Final Answer: A failed his duty as a finder and is liable ⇒ D

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



Q11.

Solution

Concept — Structure of the Constitution: Different Parts of the Constitution cover different subjects.

Explanation: Fundamental Rights are contained in **Part III** (Articles 12 to 35) of the Constitution.

Why other options are wrong:

- Part II deals with citizenship; Part IV with Directive Principles; Part V with the Union.

Final Answer: Fundamental Rights are in Part III ⇒

[Go Back to Q11](#)

Q12.

Solution

Concept — Right to Equality: This right is spread over a set of Articles.

Explanation: The Right to Equality is guaranteed by **Articles 14 to 18**, covering equality before law, no discrimination, equality of opportunity, and abolition of untouchability and titles.

Why other options are wrong:

- Articles 19 to 22 deal with freedoms and personal liberty; 23 to 24 with exploitation; 25 to 28 with religion.

Final Answer: Right to Equality is in Articles 14 to 18 ⇒

[Go Back to Q12](#)

Q13.

Solution

Concept — Writs: Each writ has a distinct purpose.

Explanation: Habeas Corpus (“you may have the body”) is issued to produce a detained person before the court and test whether the detention is lawful.

Why other options are wrong:



- Mandamus commands a public duty; Certiorari quashes an order; Quo Warranto questions the holding of an office.

Final Answer: The writ is Habeas Corpus ⇒

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

Q14.

Solution

Concept — Directive Principles: These are guidelines to the State for governance.

Explanation: The Directive Principles of State Policy are contained in **Part IV** (Articles 36 to 51) of the Constitution.

Why other options are wrong:

- Part III holds Fundamental Rights; Part IVA holds Fundamental Duties; Part V deals with the Union.

Final Answer: DPSP are in Part IV ⇒

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

Q15.

Solution

Concept — Fundamental Rights count: The number changed after an amendment.

Explanation: There are presently **6** Fundamental Rights. The Right to Property was removed as a fundamental right by the 44th Amendment (1978), reducing the original seven to six.

Why other options are wrong:

- 7 was the original number; 5 and 11 are incorrect.

Final Answer: There are 6 Fundamental Rights ⇒

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



Q16.

Solution

Concept — Judicial Review: Courts can test laws against the Constitution.

Explanation: Judicial review is the power of the courts to **examine the constitutional validity** of laws and executive actions and to strike down those that violate the Constitution.

Why other options are wrong:

- Making laws and amending the Constitution are functions of the legislature, not the judiciary; courts cannot dissolve Parliament.

Final Answer: Judicial review tests the validity of laws ⇒ C

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

Q17.

Solution

Concept — Definition of Contract: Not every agreement is a contract.

Explanation: Under the Indian Contract Act, an agreement enforceable by law is a **contract**. An agreement that is not enforceable by law is not a contract.

Why other options are wrong:

- A proposal/offer is only the starting point; a promise is an accepted proposal but the enforceable form is a contract.

Final Answer: An agreement enforceable by law is a contract ⇒ C

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

Q18.

Solution

Concept — Consideration: A contract needs “something for something”.

Explanation: Consideration means **something in return** for a promise. It is the price for which the promise of the other party is bought.

Why other options are wrong:

- Free consent is a separate requirement; a written document or a witness is



not the meaning of consideration.

Final Answer: Consideration is something in return for a promise ⇒

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

Q19.

Solution

Concept — Impossible Agreements: The law does not enforce the impossible.

Explanation: An agreement to do an act impossible in itself is **void**, because the law cannot compel a party to perform what is impossible.

Why other options are wrong:

- Such an agreement is neither valid, voidable, nor enforceable.

Final Answer: An agreement to do an impossible act is void ⇒

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

Q20.

Solution

Concept — Mutual Mistake of Fact: A shared mistake about an essential fact destroys consent.

Explanation: Where both parties are under a mistake as to a matter of fact essential to the agreement, the agreement is **void**.

Why other options are wrong:

- It is not merely voidable or binding; a mutual mistake of essential fact makes it void.

Final Answer: The agreement is void ⇒

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



Q21.

Solution

Concept — Essentials of a Contract: Writing is not always required.

Explanation: Free consent, lawful consideration, and competent parties are all essentials. A **written document on stamp paper** is NOT a general essential, as many valid contracts can be oral.

Why other options are wrong:

- Free consent, lawful consideration, and competent parties are genuine essentials of a valid contract.

Final Answer: A written stamped document is not an essential element ⇒ C

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

Q22.

Solution

Concept — New Criminal Laws: India recently renamed its core criminal statutes.

Explanation: The **Bharatiya Nyaya Sanhita** has replaced the Indian Penal Code, 1860 as the main substantive criminal law of India.

Why other options are wrong:

- The Bharatiya Nagarik Suraksha Sanhita replaced the CrPC; the Bharatiya Sakshya Adhinyam replaced the Evidence Act; “Bharatiya Dand Sanhita” is not the correct name.

Final Answer: The Bharatiya Nyaya Sanhita replaced the IPC ⇒ C

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



Q23.

Solution

Concept — Mens Rea: A crime usually needs a guilty mind.

Explanation: “Mens rea” means the **guilty mind** or criminal intention behind an act. It is generally required along with the guilty act (actus reus).

Why other options are wrong:

- The guilty act is actus reus; mens rea is not a witness or the punishment.

Final Answer: Mens rea is the guilty mind ⇒

[Go Back to Q23](#)

Q24.

Solution

Concept — Unsoundness of Mind: A person who cannot understand his act lacks criminal capacity.

Explanation: An act of a person who, due to unsoundness of mind, is incapable of knowing its nature is **not an offence**, because the required guilty mind is absent.

Why other options are wrong:

- It is not punishable normally or by fine, and it is certainly not always murder.

Final Answer: The act is not an offence ⇒

[Go Back to Q24](#)

Q25.

Solution

Concept — Age of Criminal Responsibility: Very young children cannot commit crimes in law.

Explanation: Nothing is an offence done by a child under **7 years** of age, who is treated as wholly incapable of committing a crime.

Why other options are wrong:

- Above 7 (and up to 12), capacity depends on maturity; 16 and 18 are unrelated to this rule.



Final Answer: The age is 7 years ⇒

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

Q26.

Solution

Concept — Abetment: A person can be guilty for helping a crime without doing it himself.

Explanation: Abetment means **instigating or aiding** another to commit an offence, or engaging in a conspiracy for it.

Why other options are wrong:

- Committing the act personally is the principal offence; merely witnessing or reporting it is not abetment.

Final Answer: Abetment is instigating or aiding another ⇒

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

Q27.

Solution

Concept — Definition of Tort: A tort is a particular kind of civil wrong.

Explanation: A tort is a **civil wrong** for which the remedy is an action for unliquidated damages, and which is not merely a breach of contract or trust.

Why other options are wrong:

- A tort is civil, not criminal; it is distinct from breach of contract and breach of trust.

Final Answer: A tort is a civil wrong remedied by unliquidated damages ⇒

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



Q28.

Solution

Concept — Volenti non fit injuria: Consent can be a defence in tort.

Explanation: “Volenti non fit injuria” means **no injury is done to one who consents**. A person who voluntarily accepts a risk cannot later complain of it.

Why other options are wrong:

- “The thing speaks for itself” is res ipsa loquitur; “let the buyer beware” is caveat emptor; act of God is a separate defence.

Final Answer: It means no injury to one who consents ⇒ **B**

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

Q29.

Solution

Concept — Res ipsa loquitur: Some accidents prove negligence by themselves.

Explanation: “Res ipsa loquitur” means **the thing speaks for itself**. The very nature of the accident suggests negligence without further proof.

Why other options are wrong:

- A guilty mind is mens rea; “beyond reasonable doubt” is a standard of proof; “let the buyer beware” is caveat emptor.

Final Answer: It means the thing speaks for itself ⇒ **A**

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

Q30.

Solution

Concept — Damnum sine injuria: Loss alone is not always actionable.

Explanation: “Damnum sine injuria” means **damage without the violation of a legal right**, and such damage gives no right to sue.

Why other options are wrong:

- Injuria sine damno is the opposite (legal injury without loss); res judicata and ubi jus ibi remedium describe different ideas.



Final Answer: The maxim is *damnum sine injuria* ⇒

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

Q31.

Solution

Concept — Ubi jus ibi remedium: Rights come with remedies.

Explanation: “Ubi jus ibi remedium” means **where there is a right, there is a remedy**. If a legal right is violated, the law provides a way to enforce it.

Why other options are wrong:

- “Let the buyer beware” is *caveat emptor*; act of God and “the guilty mind” are unrelated.

Final Answer: It means where there is a right, there is a remedy ⇒

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

Q32.

Solution

Concept — Natural Justice: Both sides must be heard.

Explanation: “Audi alteram partem” means **hear the other side**. No one should be condemned without being given a fair opportunity to be heard.

Why other options are wrong:

- “No one a judge in his own case” is *nemo iudex in causa sua*; the others are unrelated maxims.

Final Answer: It means hear the other side ⇒

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



Q33.

Solution

Concept — Ex post facto law: Such a law looks backward.

Explanation: An “ex post facto” law is one that **operates retrospectively**, applying to acts done before the law was passed. Article 20(1) protects against retrospective criminal punishment.

Why other options are wrong:

- A purely future-acting, unwritten, or minor-specific law does not describe ex post facto laws.

Final Answer: An ex post facto law operates retrospectively ⇒

[Go Back to Q33](#)

Q34.

Solution

Concept — Caveat emptor: The buyer must be careful.

Explanation: “Caveat emptor” means **let the buyer beware**. A buyer must examine the goods, as the seller is not normally bound to point out defects.

Why other options are wrong:

- “Let the seller beware” (caveat venditor) is the opposite; warranty and remedy are different ideas.

Final Answer: It means let the buyer beware ⇒

[Go Back to Q34](#)

Q35.

Solution

Concept — Basic Structure Doctrine: Parliament cannot destroy the core of the Constitution.

Explanation: In **Kesavananda Bharati v. State of Kerala (1973)**, the Supreme Court held that Parliament can amend the Constitution but cannot alter its “basic structure”.

Why other options are wrong:



- Golaknath preceded it; Maneka Gandhi dealt with Article 21; Minerva Mills later reinforced the doctrine.

Final Answer: The doctrine came from Kesavananda Bharati ⇒

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

Q36.

Solution

Concept — Article 21 and Fair Procedure: “Procedure established by law” must be fair.

Explanation: In **Maneka Gandhi v. Union of India** (1978), the Supreme Court held that the procedure depriving a person of life or liberty under Article 21 must be just, fair and reasonable.

Why other options are wrong:

- A. K. Gopalan took a narrower view; Kesavananda dealt with amendments; Shah Bano concerned maintenance.

Final Answer: The case is Maneka Gandhi v. Union of India ⇒

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

Q37.

Solution

Concept — Right to Privacy: Privacy is part of life and liberty.

Explanation: In **K. S. Puttaswamy v. Union of India** (2017), a nine-judge bench held that the Right to Privacy is a fundamental right under Article 21.

Why other options are wrong:

- Kesavananda dealt with basic structure; Vishaka with workplace harassment; Indra Sawhney with reservations.

Final Answer: The case is K. S. Puttaswamy v. Union of India ⇒

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



Q38.

Solution

Concept — Indian Judiciary: The apex court sits at the national capital.

Explanation: The Supreme Court of India is located in **New Delhi**, the seat of the Union Government.

Why other options are wrong:

- Mumbai, Kolkata, and Prayagraj host High Courts, not the Supreme Court.

Final Answer: The Supreme Court is in New Delhi ⇒

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

Q39.

Solution

Concept — Head of the Judiciary: One office leads the court system.

Explanation: The **Chief Justice of India** is the head of the Indian judiciary and presides over the Supreme Court.

Why other options are wrong:

- The Attorney General is the government's chief law officer; the Law Minister and the President are part of the executive.

Final Answer: The head of the judiciary is the Chief Justice of India ⇒

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

Q40.

Solution

Concept — Appointment of the CJI: The President formally appoints higher judges.

Explanation: The Chief Justice of India is appointed by the **President of India**, by warrant under his hand and seal.

Why other options are wrong:

- The Prime Minister, Parliament, and the Law Commission do not make this appointment.



Final Answer: The CJI is appointed by the President of India ⇒

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



Answer Key

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

