

PU LLB Legal Aptitude

Sample Paper – 2

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 display of goods in a shop with a price tag is merely an invitation to offer; the customer makes the offer, which the shopkeeper is free to accept or reject. **Facts:** A radio in S's shop window is tagged "Rs. 900". C walks in and says, "I will take that radio for Rs. 900." S refuses to sell it. Is S bound to sell?

- (A) Yes, because the price tag is a binding promise to all.
- (B) Yes, because C agreed to pay the exact tagged price.
- (C) No, because the display was only an invitation to offer and S may reject C's offer.
- (D) No, because the radio was in the window and not on a shelf.

Q2. Principle: Acts done by an agent within the authority given by the prin-



principal bind the principal as if the principal had done them himself. **Facts:** P authorises his agent A to buy wheat for him. A buys 50 sacks of wheat from T in P's name and within the authority given. P now refuses to pay, saying he never met T. Is P bound by the contract?

- (A) Yes, because A acted within his authority, so the contract binds P.
- (B) No, because P never personally dealt with T.
- (C) No, because only A signed the deal with T.
- (D) Yes, but only if A also pays half the price.

Q3. Principle: Unless otherwise agreed, the risk of loss in goods passes to the buyer once the ownership in those specific goods has passed to him, even if the goods are still with the seller. **Facts:** B buys a specific painting from D, ownership passes to B, and the price is paid. The painting is left with D for framing, where it is destroyed by an accidental fire without D's fault. Who bears the loss?

- (A) D, because the painting was in his shop.
- (B) D, because he had not yet delivered it.
- (C) No one, because the fire was accidental.
- (D) B, because ownership and hence the risk had passed to him.

Q4. Principle: An agreement made without consideration is void, unless it is a promise to compensate a person who has already voluntarily done something for the promisor. **Facts:** G finds and returns L's lost dog without being asked. Pleased, L later promises in writing to pay G Rs. 2,000 for it. L now refuses to pay. Can G enforce the promise?

- (A) No, because there was no consideration at all.
- (B) Yes, because it is a promise to compensate G for a voluntary act already done.
- (C) No, because G acted before any promise was made.
- (D) Yes, but only if a witness signed the writing.



- Q5. Principle:** When the consent of a party is obtained by fraud, the contract is voidable at the option of the party whose consent was so caused. **Facts:** S sells a car to K, falsely stating that the engine is new when S knows it has been heavily used. Relying on this, K buys the car. On learning the truth, K wishes to set the contract aside. Can K do so?
- (A) No, because K should have inspected the engine himself.
(B) No, because the sale was already complete.
(C) Yes, because K's consent was obtained by fraud.
(D) Yes, but only if the car later breaks down.
- Q6. Principle:** A bailee who keeps another's goods must take as much care of them as a person of ordinary prudence would take of his own goods of the same kind; he is liable if loss results from his failure to take such care. **Facts:** R leaves his bicycle with a paid cloakroom run by M. M leaves the cloakroom unlocked overnight and the bicycle is stolen. Is M liable to R?
- (A) Yes, because M failed to take ordinary care and the bicycle was stolen.
(B) No, because a thief, not M, took the bicycle.
(C) No, because R should have taken the bicycle home.
(D) Yes, but only if the cloakroom service was free of charge.
- Q7. Principle:** Acceptance of an offer may be made by conduct, where a person does the very act called for by the offer. **Facts:** O advertises a reward of Rs. 5,000 to anyone who finds and returns his lost laptop. F, who has seen the advertisement, finds the laptop and returns it to O. O refuses to pay, saying F never said "I accept". Is O bound to pay?
- (A) No, because F never expressly said he accepted.
(B) No, because a reward advertisement is never binding.
(C) Yes, but only if F had replied in writing first.
(D) Yes, because F accepted by doing the very act asked for in the offer.



- Q8. Principle:** An offer may be revoked at any time before its acceptance is complete, but not afterwards. **Facts:** A offers by letter to sell his scooter to B. Before B posts any acceptance, A sends B a second letter clearly withdrawing the offer, which reaches B first. B then posts a letter accepting the original offer. Is there a binding contract?
- (A) Yes, because B accepted the original offer in writing.
(B) No, because the offer was revoked before B accepted it.
(C) Yes, because A cannot change his mind once he has offered.
(D) No, because the acceptance was sent by post.
- Q9. Principle:** A contract of sale requires a price, that is, money consideration for the transfer of the goods; a transfer of goods without any price is a gift, not a sale. **Facts:** U hands over his watch to V, saying, “Keep it, I want nothing for it.” V later claims they had a contract of sale and offers to pay. U refuses to take money and wants the watch back. Was there a contract of sale?
- (A) No, because there was no price, so it was a gift and not a sale.
(B) Yes, because the watch was handed over to V.
(C) Yes, because V is now willing to pay.
(D) No, because a watch cannot be sold without writing.
- Q10. Principle:** A consumer who buys goods that suffer from a defect, that is, a fault or shortcoming in their quality, is entitled to a remedy against the seller. **Facts:** N buys a sealed electric kettle from a shop. On first use at home, the kettle does not heat at all because of a manufacturing fault present at the time of sale. The seller refuses any remedy, saying the sale is final. Is N entitled to a remedy?
- (A) No, because the kettle was sold sealed and the sale is final.
(B) No, because N opened the kettle at home.
(C) Yes, because the kettle had a defect at the time of sale.
(D) Yes, but only if N had bought an extended warranty.



- Q11.** The six freedoms originally guaranteed to citizens under Article 19 of the Constitution include the freedom of speech and expression and the freedom to:
- (A) bear arms freely
 - (B) form associations or unions
 - (C) own any amount of property
 - (D) vote in elections
- Q12.** Protection against arrest and detention in certain cases, including safeguards relating to preventive detention, is provided under which Article?
- (A) Article 22
 - (B) Article 19
 - (C) Article 25
 - (D) Article 32
- Q13.** Protection in respect of conviction for offences, including the rule against being tried and punished twice for the same offence, is contained in which Article?
- (A) Article 14
 - (B) Article 19
 - (C) Article 21
 - (D) Article 20
- Q14.** Which writ is issued by a court to command a public authority to perform a public or statutory duty that it has failed to perform?
- (A) Habeas Corpus
 - (B) Quo Warranto
 - (C) Mandamus
 - (D) Certiorari



- Q15.** The writ of Certiorari is issued by a superior court mainly to:
- (A) produce a detained person before the court
 - (B) quash the order of a lower court or tribunal that acted without jurisdiction
 - (C) question a person's right to hold a public office
 - (D) direct an official to do his legal duty
- Q16.** The right that “no person shall be deprived of his life or personal liberty except according to procedure established by law” is guaranteed by:
- (A) Article 14
 - (B) Article 19
 - (C) Article 22
 - (D) Article 21
- Q17.** Under the Indian Contract Act, the communication of an offer (proposal) is complete when:
- (A) it is merely written down by the offeror
 - (B) the offeror posts it to the offeree
 - (C) it comes to the knowledge of the person to whom it is made
 - (D) the offeree begins to think about it
- Q18.** Which of the following is an “invitation to offer” rather than an offer?
- (A) A shopkeeper displaying priced goods on a shelf
 - (B) A promise to pay a reward to whoever finds a lost ring
 - (C) A written offer to sell a house for a fixed sum
 - (D) An offer to buy a car at a stated price
- Q19.** An offer may be revoked by the offeror:
- (A) at any time, even after it has been accepted



- (B) at any time before the communication of its acceptance is complete against him
- (C) only after the offeree has accepted it
- (D) never, once it has been communicated

Q20. An offer lapses (comes to an end) when:

- (A) the offeror simply changes his mind silently
- (B) the offeree merely reads it
- (C) the offeror writes it down
- (D) the time prescribed for acceptance expires without acceptance

Q21. For a valid contract by ordinary means, acceptance of an offer:

- (A) must be communicated to the offeror
- (B) may be kept secret in the offeree's mind
- (C) need never reach the offeror
- (D) is valid even if it only changes the price

Q22. Which of the following is the correct order of the stages of a crime?

- (A) Preparation, intention, commission, attempt
- (B) Attempt, intention, preparation, commission
- (C) Intention, preparation, attempt, commission
- (D) Commission, attempt, preparation, intention

Q23. As a general rule, which stage of a crime, standing alone, is NOT punishable?

- (A) Commission of the offence
- (B) Mere intention in the mind
- (C) Attempt to commit the offence
- (D) The completed act



- Q24.** In criminal law, an “attempt” to commit an offence means:
- (A) merely thinking about committing the offence
 - (B) only buying the tools needed for the offence
 - (C) successfully completing the offence
 - (D) a direct step taken towards committing the offence after preparation, which fails or is interrupted
- Q25.** Generally, mere preparation to commit an ordinary offence is:
- (A) not punishable, except for a few specified offences
 - (B) always punishable as the full offence
 - (C) punishable only with a fine in every case
 - (D) treated as the completed crime itself
- Q26.** When the wrongful act is actually carried out and the offence is complete, this final stage is called:
- (A) preparation
 - (B) commission of the offence
 - (C) intention
 - (D) invitation
- Q27.** The maxim “injuria sine damno” refers to:
- (A) damage suffered without any legal injury
 - (B) an act of God causing loss
 - (C) violation of a legal right without any actual loss or damage
 - (D) a wrong for which there is no remedy
- Q28.** In the law of torts, “battery” is committed when a person:
- (A) intentionally applies unlawful physical force to another
 - (B) merely speaks rude words to another



- (C) only threatens future harm by letter
- (D) refuses to pay a lawful debt

Q29. In the law of torts, “assault” is best described as:

- (A) the actual striking of another person
- (B) the unlawful taking away of goods
- (C) the locking up of a person in a room
- (D) an act that puts another in reasonable fear of immediate unlawful force

Q30. “False imprisonment” as a tort means:

- (A) making a false statement that lowers a person’s reputation
- (B) the total restraint of a person’s liberty, without lawful justification, for some time
- (C) entering another’s land without permission
- (D) carelessly causing physical injury to another

Q31. The maxim “nemo iudex in causa sua” means:

- (A) no one should be a judge in his own cause
- (B) hear the other side
- (C) the thing speaks for itself
- (D) let the buyer beware

Q32. The maxim “actus non facit reum nisi mens sit rea” means:

- (A) where there is a right, there is a remedy
- (B) a thing decided must not be reopened
- (C) an act does not make a person guilty unless the mind is also guilty
- (D) no injury is done to one who consents



- Q33.** The doctrine of “res judicata” means that:
- (A) every case may be tried again on fresh evidence
 - (B) a matter already finally decided by a competent court cannot be tried again between the same parties
 - (C) the buyer must beware of defects
 - (D) the thing speaks for itself
- Q34.** The expression “prima facie” means:
- (A) beyond all reasonable doubt
 - (B) after a full trial
 - (C) an act of God
 - (D) on the face of it, or at first sight
- Q35.** In which landmark case did the Supreme Court lay down guidelines against sexual harassment of women at the workplace?
- (A) Vishaka v. State of Rajasthan
 - (B) Golaknath v. State of Punjab
 - (C) Minerva Mills v. Union of India
 - (D) Indra Sawhney v. Union of India
- Q36.** In which case did the Supreme Court hold (before Kesavananda Bharati) that Parliament has no power to amend the Fundamental Rights?
- (A) Maneka Gandhi v. Union of India
 - (B) Vishaka v. State of Rajasthan
 - (C) Golaknath v. State of Punjab
 - (D) Minerva Mills v. Union of India
- Q37.** Which case reaffirmed that the power of Parliament to amend the Constitution is limited and cannot destroy its basic structure?



- (A) Golaknath v. State of Punjab
- (B) Minerva Mills v. Union of India
- (C) A. K. Gopalan v. State of Madras
- (D) Vishaka v. State of Rajasthan

Q38. What is the present sanctioned strength of judges in the Supreme Court of India, including the Chief Justice of India?

- (A) 25
- (B) 30
- (C) 31
- (D) 34

Q39. Which Article of the Constitution provides for the establishment and constitution of the Supreme Court of India?

- (A) Article 124
- (B) Article 32
- (C) Article 226
- (D) Article 143

Q40. How many High Courts are there in India at present?

- (A) 21
- (B) 24
- (C) 25
- (D) 28



Detailed Solutions

Q1.

Solution

Concept — Invitation to Offer: A priced display invites customers to make offers; the shopkeeper is not bound to accept.

Step 1 — Apply the principle: The tagged radio is only an invitation to offer, so C's words are the offer, not an acceptance of any promise.

Step 2 — Conclusion: S, as the person to whom the offer is made, is free to reject it, so S is not bound to sell.

Why other options are wrong:

- Options A and B: A price tag is not a binding promise, and matching the price does not force a sale.
- Option D: Whether the radio is in the window or on a shelf makes no difference to the principle.

Final Answer: The display was only an invitation to offer, so S may reject ⇒ C

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

Q2.

Solution

Concept — Agency: An agent acting within his authority binds the principal.

Step 1 — Apply the principle: A bought the wheat in P's name and within the authority P had given him.

Step 2 — Conclusion: The act of the agent within authority is treated as P's own act, so P is bound to pay T.

Why other options are wrong:

- Options B and C: It is irrelevant that P never met T or that only A dealt with him; that is the nature of agency.
- Option D: The principle imposes no duty on the agent to pay half the price.

Final Answer: A acted within authority, so the contract binds P ⇒ A

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



Q3.

Solution

Concept — Risk Follows Ownership: Once ownership in specific goods passes, the risk passes too, even before delivery.

Step 1 — Apply the principle: Ownership of the specific painting had passed to B and the price was paid; the goods merely remained with D for framing.

Step 2 — Conclusion: Since risk passed with ownership, the accidental loss falls on B.

Why other options are wrong:

- Options A and B: Mere physical possession or pending delivery does not keep the risk on D once ownership has passed.
- Option C: The loss does not simply vanish; the principle places it on the owner, B.

Final Answer: Ownership and hence risk had passed, so B bears the loss ⇒

[Go Back to Q3](#)

Q4.

Solution

Concept — Past Voluntary Service: A promise to compensate for a voluntary act already done is enforceable though made without fresh consideration.

Step 1 — Apply the principle: G had already voluntarily returned the dog before L's promise to pay.

Step 2 — Conclusion: L's written promise to compensate G for that past voluntary act falls within the exception, so it is enforceable.

Why other options are wrong:

- Options A and C: The very point of the exception is that a past voluntary act supports the later promise.
- Option D: The principle does not require a witness's signature.

Final Answer: The promise compensates a past voluntary act, so G can enforce it ⇒

[Go Back to Q4](#)



Q5.

Solution

Concept — Fraud: Consent obtained by fraud makes a contract voidable at the option of the deceived party.

Step 1 — Apply the principle: S knowingly made a false statement about the engine being new, and K relied on it while buying.

Step 2 — Conclusion: K's consent was caused by fraud, so K may set the contract aside.

Why other options are wrong:

- Options A and B: A buyer's failure to inspect, or completion of the sale, does not excuse the seller's fraud.
- Option D: The right to avoid arises from the fraud itself, not from a later breakdown.

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

C

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

Q6.

Solution

Concept — Bailee's Duty of Care: A bailee must take ordinary care of the goods and is liable for loss caused by failing to do so.

Step 1 — Apply the principle: M held R's bicycle as bailee but left the cloakroom unlocked overnight, which is not ordinary care.

Step 2 — Conclusion: The theft resulted from M's failure to take ordinary care, so M is liable.

Why other options are wrong:

- Option B: The bailee's liability arises precisely because his carelessness allowed the theft.
- Options C and D: R was not required to take the cycle home, and a paid bailment only strengthens the duty.

Final Answer: M failed to take ordinary care, so he is liable ⇒ A

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



Q7.

Solution

Concept — Acceptance by Conduct: Doing the very act called for by an offer is itself an acceptance.

Step 1 — Apply the principle: O's advertisement asked for the act of finding and returning the laptop, and F, knowing of it, did exactly that.

Step 2 — Conclusion: F accepted by performing the required act, so a contract arose and O must pay.

Why other options are wrong:

- Options A and C: For such offers no separate words of acceptance are needed; the act is the acceptance.
- Option B: A general reward offer is binding once its terms are performed.

Final Answer: F accepted by doing the act asked for, so O is bound ⇒

[Go Back to Q7](#)

Q8.

Solution

Concept — Revocation of Offer: An offer may be withdrawn at any time before its acceptance is complete.

Step 1 — Apply the principle: A's withdrawal letter reached B before B posted any acceptance.

Step 2 — Conclusion: The offer stood revoked before acceptance, so B's later acceptance creates no contract.

Why other options are wrong:

- Options A and D: Writing or posting the acceptance cannot revive an offer already revoked.
- Option C: An offeror is free to change his mind and revoke before acceptance.

Final Answer: The offer was revoked before acceptance, so there is no contract ⇒

[Go Back to Q8](#)



Q9.

Solution

Concept — Price Is Essential to Sale: A transfer of goods without any price is a gift, not a sale.

Step 1 — Apply the principle: U handed the watch to V wanting nothing in return, so there was no price.

Step 2 — Conclusion: Without a price the transaction is a gift, not a contract of sale.

Why other options are wrong:

- Options B and C: Mere handing over, or V's later willingness to pay, cannot turn a gift into a sale.
- Option D: The defect is the absence of a price, not the absence of writing.

Final Answer: There was no price, so it was a gift and not a sale ⇒

[Go Back to Q9](#)

Q10.

Solution

Concept — Defective Goods: A consumer who receives goods with a defect at the time of sale is entitled to a remedy.

Step 1 — Apply the principle: The kettle had a manufacturing fault present at the time of sale, which is a defect.

Step 2 — Conclusion: Since the goods were defective when sold, N is entitled to a remedy against the seller.

Why other options are wrong:

- Options A and B: Selling sealed goods or opening them at home does not take away the remedy for a pre-existing defect.
- Option D: The remedy for a defect does not depend on buying an extended warranty.

Final Answer: The kettle had a defect at the time of sale, so N has a remedy ⇒

[Go Back to Q10](#)



Q11.

Solution

Concept — Six Freedoms under Article 19: Article 19 lists specific freedoms of citizens.

Explanation: Among the six freedoms, Article 19 guarantees the freedom to **form associations or unions**, along with speech, assembly, movement, residence, and profession.

Why other options are wrong:

- There is no fundamental freedom to “bear arms” or to own any amount of property under Article 19, and the right to vote is a statutory, not an Article 19, freedom.

Final Answer: Article 19 includes the freedom to form associations or unions ⇒

B

Answer: (B) [Go Back to Q11](#)

Q12.

Solution

Concept — Preventive Detention: Safeguards on arrest and detention sit in one Article.

Explanation: Article 22 provides protection against arrest and detention in certain cases and lays down safeguards relating to preventive detention.

Why other options are wrong:

- Article 19 deals with the six freedoms; Article 25 with freedom of religion; Article 32 with the right to constitutional remedies.

Final Answer: Protection in matters of arrest and detention is in Article 22 ⇒ **A**

Answer: (A) [Go Back to Q12](#)



Q13.

Solution

Concept — Protection in Respect of Conviction: One Article protects against retrospective punishment, double jeopardy, and self-incrimination.

Explanation: Article 20 gives protection in respect of conviction for offences, including the bar on being tried and punished twice for the same offence.

Why other options are wrong:

- Article 14 is equality before law; Article 19 the freedoms; Article 21 life and personal liberty.

Final Answer: Protection in respect of conviction is in Article 20 ⇒

[Go Back to Q13](#)

Q14.

Solution

Concept — Writ of Mandamus: Each writ commands a different thing.

Explanation: Mandamus (“we command”) is issued to direct a public authority to perform a public or statutory duty it has failed to perform.

Why other options are wrong:

- Habeas Corpus tests detention; Quo Warranto questions the holding of an office; Certiorari quashes an order.

Final Answer: The writ commanding a public duty is Mandamus ⇒

[Go Back to Q14](#)

Q15.

Solution

Concept — Writ of Certiorari: It is a corrective writ over inferior courts and tribunals.

Explanation: Certiorari is issued by a superior court to **quash** the order of a lower court or tribunal that has acted without or in excess of jurisdiction.

Why other options are wrong:



- Producing a detained person is Habeas Corpus; questioning the right to an office is Quo Warranto; directing an official to do his duty is Mandamus.

Final Answer: Certiorari quashes the order of a lower court or tribunal ⇒ B

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

Q16.

Solution

Concept — Life and Personal Liberty: One Article protects life and liberty.

Explanation: Article 21 provides that no person shall be deprived of his life or personal liberty except according to procedure established by law.

Why other options are wrong:

- Article 14 deals with equality; Article 19 with the freedoms; Article 22 with arrest and detention.

Final Answer: Life and personal liberty are protected by Article 21 ⇒ D

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

Q17.

Solution

Concept — Communication of an Offer: An offer takes effect only when the offeree learns of it.

Explanation: The communication of an offer is complete **when it comes to the knowledge** of the person to whom it is made.

Why other options are wrong:

- Merely writing or posting the offer, or the offeree starting to think, does not complete communication until the offeree actually knows of it.

Final Answer: An offer is communicated when it comes to the offeree's knowledge ⇒ C

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



Q18.

Solution

Concept — Invitation to Offer: Some statements only invite others to make offers.

Explanation: A shopkeeper displaying priced goods on a shelf is making an invitation to offer; the customer who picks up the goods makes the actual offer.

Why other options are wrong:

- A reward promise, a written offer to sell a house, and an offer to buy a car at a stated price are all definite offers, not invitations.

Final Answer: The priced shelf display is an invitation to offer ⇒

[Go Back to Q18](#)

Q19.

Solution

Concept — Revocation of Offer: An offer can be taken back before acceptance binds the offeror.

Explanation: An offer may be revoked **at any time before the communication of its acceptance is complete** as against the offeror, but not afterwards.

Why other options are wrong:

- Revocation after acceptance, only after acceptance, or never, all misstate the rule on revocation.

Final Answer: An offer may be revoked before acceptance is complete against the offeror ⇒

[Go Back to Q19](#)



Q20.

Solution

Concept — Lapse of Offer: An offer does not last forever.

Explanation: An offer lapses when **the time prescribed for acceptance expires** without the offer being accepted (or, where no time is fixed, after a reasonable time).

Why other options are wrong:

- A silent change of mind, the offeree merely reading it, or the offeror writing it down do not by themselves cause the offer to lapse.

Final Answer: An offer lapses when the time for acceptance expires ⇒ **D**

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

Q21.

Solution

Concept — Communication of Acceptance: Acceptance must ordinarily reach the offeror.

Explanation: For a valid contract by ordinary means, the acceptance **must be communicated** to the offeror; a mere mental acceptance is not enough.

Why other options are wrong:

- Acceptance kept secret or never reaching the offeror is no acceptance, and a reply that changes the price is a counter-offer.

Final Answer: Acceptance must be communicated to the offeror ⇒ **A**

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

Q22.

Solution

Concept — Stages of a Crime: A crime usually passes through four stages.

Explanation: The correct order is **intention, preparation, attempt, commission:** first the guilty intention forms, then preparation, then an attempt, and finally the completed offence.

Why other options are wrong:



- The other sequences place the stages out of order; intention always comes first and commission last.

Final Answer: The order is intention, preparation, attempt, commission ⇒

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

Q23.

Solution

Concept — Intention Alone: The law does not punish thoughts by themselves.

Explanation: Mere intention in the mind, standing alone, is generally not punishable, because the law does not punish a guilty intention until it is carried into some act.

Why other options are wrong:

- The commission, the attempt, and the completed act all involve outward conduct and are punishable.

Final Answer: Mere intention alone is not punishable ⇒

Answer: (B) [Go Back to Q23](#)

Q24.

Solution

Concept — Attempt: An attempt is a step beyond preparation towards the crime.

Explanation: An attempt is a direct step taken towards committing the offence after preparation, which fails or is interrupted before the offence is completed.

Why other options are wrong:

- Mere thinking is intention; only buying tools is preparation; successfully completing the offence is commission, not attempt.

Final Answer: An attempt is a direct step towards the offence after preparation ⇒

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



Q25.

Solution

Concept — Preparation: Preparation is usually too remote to punish.

Explanation: As a rule, mere preparation is **not punishable, except for a few specified offences** (such as preparing to wage war or to commit dacoity), because preparation alone rarely causes harm.

Why other options are wrong:

- Preparation is not always punished as the full offence, nor only by fine, nor treated as the completed crime.

Final Answer: Mere preparation is generally not punishable, save for a few offences ⇒

[Go Back to Q25](#)

Q26.

Solution

Concept — Commission: The last stage is the actual doing of the crime.

Explanation: When the wrongful act is actually carried out and the offence is complete, that final stage is the **commission of the offence**.

Why other options are wrong:

- Preparation and intention are earlier stages, and “invitation” is a contract-law term, not a stage of crime.

Final Answer: The completed final stage is the commission of the offence ⇒

[Go Back to Q26](#)

Q27.

Solution

Concept — Injuria sine damno: A legal right may be violated even without actual loss.

Explanation: “Injuria sine damno” means the **violation of a legal right without any actual loss or damage**; such a violation is actionable in itself.

Why other options are wrong:



- Damage without legal injury is *damnum sine injuria* (the opposite); an act of God and “a wrong without a remedy” describe different ideas.

Final Answer: It means violation of a legal right without actual damage ⇒

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

Q28.

Solution

Concept — Battery: Battery is the actual application of unlawful force.

Explanation: Battery is committed when a person **intentionally applies unlawful physical force** to another, such as striking or pushing without consent or lawful justification.

Why other options are wrong:

- Mere rude words, a threat by letter, or refusing to pay a debt do not involve the application of physical force.

Final Answer: Battery is the intentional application of unlawful force ⇒

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

Q29.

Solution

Concept — Assault: Assault is the threat that creates fear of immediate force.

Explanation: Assault is **an act that puts another in reasonable fear of immediate unlawful force**, even if no contact actually takes place.

Why other options are wrong:

- The actual striking is battery; taking away goods is a different wrong; locking up a person is false imprisonment.

Final Answer: Assault puts another in reasonable fear of immediate force ⇒

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



Q30.

Solution

Concept — False Imprisonment: It is the total restraint of liberty without lawful justification.

Explanation: False imprisonment is the **total restraint of a person's liberty**, without lawful justification, for however short a time.

Why other options are wrong:

- A false reputation-lowering statement is defamation; entering land is trespass to land; carelessly causing injury is negligence.

Final Answer: False imprisonment is the unlawful total restraint of liberty ⇒ **B**

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

Q31.

Solution

Concept — Nemo judex in causa sua: A judge must be impartial.

Explanation: “Nemo judex in causa sua” means **no one should be a judge in his own cause**; a person with an interest in a matter must not decide it.

Why other options are wrong:

- “Hear the other side” is audi alteram partem; “the thing speaks for itself” is res ipsa loquitur; “let the buyer beware” is caveat emptor.

Final Answer: It means no one should be a judge in his own cause ⇒ **A**

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

Q32.

Solution

Concept — Actus non facit reum nisi mens sit rea: A crime needs both a guilty act and a guilty mind.

Explanation: The maxim means **an act does not make a person guilty unless the mind is also guilty**; both the wrongful act (actus reus) and the guilty intention (mens rea) are normally required.

Why other options are wrong:



- “Where there is a right, there is a remedy” is ubi jus ibi remedium; a thing decided is res judicata; consent is volenti non fit injuria.

Final Answer: An act is not guilty unless the mind is also guilty ⇒

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

Q33.

Solution

Concept — Res judicata: A finally decided matter should not be litigated again.

Explanation: “Res judicata” means that **a matter already finally decided by a competent court cannot be tried again** between the same parties, ensuring finality of decisions.

Why other options are wrong:

- Re-trying every case on fresh evidence is the opposite of res judicata; “buyer beware” is caveat emptor; “the thing speaks for itself” is res ipsa loquitur.

Final Answer: A finally decided matter cannot be tried again ⇒

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

Q34.

Solution

Concept — Prima facie: It describes what appears true at first sight.

Explanation: “Prima facie” means **on the face of it, or at first sight**; a prima facie case is one that appears to be made out unless disproved.

Why other options are wrong:

- “Beyond all reasonable doubt” is a standard of proof; “after a full trial” and “an act of God” describe different ideas.

Final Answer: It means on the face of it, or at first sight ⇒

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



Q35.

Solution

Concept — Workplace Harassment Guidelines: The Court framed guidelines where no statute existed.

Explanation: In **Vishaka v. State of Rajasthan** (1997), the Supreme Court laid down binding guidelines to prevent sexual harassment of women at the workplace.

Why other options are wrong:

- Golaknath and Minerva Mills dealt with the amending power; Indra Sawhney dealt with reservations.

Final Answer: The case is Vishaka v. State of Rajasthan ⇒

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Q36.

Solution

Concept — Amending Power and Fundamental Rights: An early case barred amendment of Fundamental Rights.

Explanation: In **Golaknath v. State of Punjab** (1967), the Supreme Court held that Parliament had no power to amend the Fundamental Rights; this was later modified by Kesavananda Bharati.

Why other options are wrong:

- Maneka Gandhi dealt with Article 21; Vishaka with workplace harassment; Minerva Mills came after Kesavananda.

Final Answer: The case is Golaknath v. State of Punjab ⇒

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Q37.

Solution

Concept — Limits on the Amending Power: The basic structure cannot be destroyed by amendment.

Explanation: In *Minerva Mills v. Union of India* (1980), the Supreme Court reaffirmed that Parliament's power to amend the Constitution is limited and cannot destroy its basic structure.

Why other options are wrong:

- Golaknath preceded the basic structure doctrine; A. K. Gopalan dealt with Article 21; Vishaka with workplace harassment.

Final Answer: The case is *Minerva Mills v. Union of India* ⇒

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Q38.

Solution

Concept — Strength of the Supreme Court: The sanctioned number includes the Chief Justice.

Explanation: The present sanctioned strength of the Supreme Court is 34 judges, that is, the Chief Justice of India and 33 other judges.

Why other options are wrong:

- 25, 30, and 31 are earlier or incorrect figures; the current sanctioned strength is 34.

Final Answer: The sanctioned strength is 34 judges including the CJI ⇒

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Q39.

Solution

Concept — Establishment of the Supreme Court: One Article constitutes the apex court.

Explanation: Article 124 provides for the establishment and constitution of the Supreme Court of India.

Why other options are wrong:

- Article 32 is the right to constitutional remedies; Article 226 gives High Courts writ powers; Article 143 deals with the President's power to consult the Supreme Court.

Final Answer: The Supreme Court is established under Article 124 ⇒

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Q40.

Solution

Concept — High Courts in India: Each High Court has jurisdiction over one or more States or Union Territories.

Explanation: There are presently 25 High Courts in India.

Why other options are wrong:

- 21 and 24 were earlier figures, and 28 is incorrect; the present number is 25.

Final Answer: There are 25 High Courts in India ⇒

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Answer Key

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

