

# PU LLB Legal Aptitude

## Sample Paper – 7

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:** An agent can bind the principal only by acts done within the authority given to him by the principal. **Facts:** P appoints A to buy wheat for his shop. Without any such instruction, A buys a second-hand car in P's name from S. Is P bound to pay S for the car?

- (A) Yes, because A acted in P's name.
- (B) No, because buying a car was outside A's authority.
- (C) Yes, because S delivered the car in good faith.
- (D) No, but P must still pay half the price.

**Q2. Principle:** Where a person acts on behalf of another without authority, the other may later ratify the act, and ratification has the same effect as if the act had been authorised from the start. **Facts:** A, without authority,



buys 50 bags of rice in P's name from S. P later learns of this, is pleased with the price, and accepts the rice. Is P bound by the purchase?

- (A) No, because A had no authority when he bought it.
- (B) No, because S dealt with an unauthorised person.
- (C) Yes, because P ratified A's unauthorised act.
- (D) Yes, but only for half the bags of rice.

**Q3. Principle:** An agent cannot lawfully appoint a sub-agent to do work he has expressly undertaken to do personally, unless permitted by the principal or by the custom of trade. **Facts:** P engages A, a noted artist, to paint P's portrait personally. Without P's permission, A hands the work over to his junior, B, to paint it instead. Has A acted properly?

- (A) Yes, because B is also an artist.
- (B) Yes, because the portrait still gets painted.
- (C) No, but only if B paints it badly.
- (D) No, because A had to do this personal work himself.

**Q4. Principle:** Where an agent makes a contract in his own name for an undisclosed principal, the principal may, on disclosure, sue or be sued on that contract. **Facts:** A, acting secretly for P but in his own name, buys goods from S on credit and does not reveal that he was buying for P. S later discovers that P is the real principal. Can S recover the price from P?

- (A) Yes, because on disclosure the undisclosed principal can be sued.
- (B) No, because the contract was made only in A's name.
- (C) No, because S did not know of P at the time.
- (D) Yes, but only if A has become insolvent.

**Q5. Principle:** In a contract of guarantee, the surety promises to discharge the liability of the principal debtor if the debtor defaults. **Facts:** B lends



Rs. 50,000 to D, and S promises B that “if D fails to repay, I will pay.” D fails to repay on the due date. Can B recover the money from S?

- (A) No, because the loan was given to D, not S.
- (B) No, because S received nothing from the loan.
- (C) Yes, because as surety S must pay on D’s default.
- (D) Yes, but only after D is sent to prison.

**Q6. Principle:** In a contract of indemnity, one party promises to save the other from loss caused to him by the conduct of the promisor or of any other person. **Facts:** A asks B to buy a disputed plot and promises, “If anyone sues you over the title, I will make good your loss.” A third party later sues B and B suffers loss over the title. Can B claim the loss from A?

- (A) No, because B chose to buy the plot.
- (B) Yes, because A promised to indemnify B against such loss.
- (C) No, because the loss was caused by a third party.
- (D) Yes, but only up to half the loss suffered.

**Q7. Principle:** An agreement is not void merely because the consideration is inadequate, provided the consent of the parties was freely given. **Facts:** A, of his own free will, agrees to sell his old laptop worth Rs. 40,000 to B for only Rs. 5,000. Later A refuses to deliver, saying the price was far too low. Is the agreement valid?

- (A) No, because Rs. 5,000 is too small a price.
- (B) No, because the consideration must equal the value.
- (C) Yes, but A may demand the full Rs. 40,000.
- (D) Yes, because inadequacy of consideration alone does not make it void.

**Q8. Principle:** An agent must act in the interest of the principal and must not make any secret profit out of the agency without the principal’s knowl-



edge. **Facts:** A is appointed by P to buy a flat for P. A secretly buys it cheaply himself and resells it to P at a higher price, pocketing the difference. Is A liable to P for the secret profit?

- (A) Yes, because an agent must not make a secret profit.
- (B) No, because A found the flat by his own effort.
- (C) No, because P got the flat he wanted.
- (D) Yes, but only if P paid more than the market price.

**Q9. Principle:** A ratification of an unauthorised act is valid only if the person ratifying had full knowledge of all the material facts of the transaction. **Facts:** A, without authority, settles P's claim against X for a low amount. P, not knowing that X had in fact admitted the full claim, approves the settlement. On learning the truth, P wishes to withdraw his approval. Can P do so?

- (A) No, because once P approved he is bound forever.
- (B) Yes, because P ratified without full knowledge of the material facts.
- (C) No, because A acted to save P's time.
- (D) Yes, but only if X agrees to reopen the matter.

**Q10. Principle:** Where an agent does more than he is authorised to do, and the authorised part can be separated from the unauthorised part, only the authorised part binds the principal. **Facts:** P authorises A to sell P's car. A sells the car and, in addition, also sells P's motorcycle, which he had no authority to sell. Both items are clearly separable. To what extent is P bound?

- (A) P is bound by the sale of both the car and the motorcycle.
- (B) P is bound by neither sale.
- (C) P is bound by the sale of the car but not the motorcycle.
- (D) P is bound by the sale of the motorcycle but not the car.



- Q11.** The division of legislative powers between the Union and the States is set out in three Lists contained in which Schedule of the Constitution?
- (A) the Seventh Schedule
  - (B) the Fourth Schedule
  - (C) the Ninth Schedule
  - (D) the Tenth Schedule
- Q12.** Subjects such as Defence, Foreign Affairs, and Currency, on which only Parliament can make laws, fall under which List?
- (A) the State List
  - (B) the Concurrent List
  - (C) the Union List
  - (D) the Residuary List
- Q13.** Subjects such as Police and Public Order, on which the State Legislature ordinarily has the power to make laws, are placed in which List?
- (A) the Union List
  - (B) the State List
  - (C) the Concurrent List
  - (D) the Federal List
- Q14.** On a subject in the Concurrent List, if a law made by Parliament conflicts with a law made by a State Legislature, which law generally prevails?
- (A) the State law always prevails
  - (B) neither law is valid
  - (C) the older of the two laws prevails
  - (D) the law made by Parliament prevails
- Q15.** The power to make laws on any matter not enumerated in any of the three Lists (the residuary power) is vested in which authority?



- (A) the State Legislatures
- (B) the President
- (C) Parliament
- (D) the High Courts

**Q16.** Education and Forests are examples of subjects on which BOTH Parliament and the State Legislatures may make laws. Such subjects are found in the:

- (A) Concurrent List
- (B) Union List
- (C) State List
- (D) Residuary List

**Q17.** Under the Indian Contract Act, 1872, a person is competent to contract if he is of the age of majority, of sound mind, and:

- (A) a resident of India
- (B) not disqualified from contracting by any law to which he is subject
- (C) able to read and write
- (D) registered as a trader

**Q18.** An agreement entered into by a minor is:

- (A) valid and fully binding
- (B) voidable at the minor's option
- (C) enforceable once the minor turns 18
- (D) void from the very beginning

**Q19.** A person who made an agreement while a minor cannot, after attaining majority, ratify that very agreement. This is because:

- (A) a minor's agreement is void, and a void agreement cannot be ratified



- (B) ratification needs the other party's consent only
- (C) ratification is allowed only for adults above 21
- (D) the minor must first repay any money received

**Q20.** A person who is usually of unsound mind, but occasionally of sound mind, may make a valid contract:

- (A) at no time at all
- (B) only through a guardian
- (C) when he is of sound mind
- (D) only in writing

**Q21.** Which of the following persons is generally treated as disqualified from contracting by the law to which he is subject?

- (A) a salaried employee
- (B) a married woman
- (C) an illiterate person
- (D) an alien enemy (during a war)

**Q22.** Criminal conspiracy is committed when:

- (A) two or more persons agree to do an illegal act or a legal act by illegal means
- (B) a single person plans a crime in his own mind
- (C) a person merely thinks of committing a crime
- (D) a person reports a crime to the police

**Q23.** When a person provokes, urges, or incites another to commit an offence, this form of abetment is known as abetment by:

- (A) conspiracy
- (B) intentional aid



- (C) instigation
- (D) negligence

**Q24.** Abetment of a thing may be made out by instigation, by intentional aid, or by:

- (A) simple negligence
- (B) engaging in a conspiracy to do that thing
- (C) witnessing the act
- (D) failing to report the act

**Q25.** For a criminal conspiracy to commit a serious offence, the agreement itself is punishable:

- (A) only after the offence is fully committed
- (B) only if the property is actually stolen
- (C) only if at least four persons are involved
- (D) even if no further act is done in furtherance of it

**Q26.** A watchman who deliberately leaves a gate open so that thieves planned by others may enter and steal has abetted the theft by:

- (A) intentionally aiding the commission of the offence
- (B) committing the theft himself
- (C) criminal negligence only
- (D) merely witnessing the offence

**Q27.** In the law of torts, “vicarious liability” most commonly means the liability of:

- (A) a person for his own direct wrongful act
- (B) a victim for failing to avoid harm
- (C) the State for natural disasters



(D) a master for the wrongful acts of his servant

**Q28.** A master is liable for a servant's wrongful act only when the act is done:

(A) during the servant's lunch break at home

(B) in the course of the servant's employment

(C) after the servant has resigned

(D) purely for the servant's private purposes

**Q29.** As a general rule, an employer is NOT liable for the wrongful acts of:

(A) a servant acting in the course of employment

(B) a driver employed full-time by him

(C) an independent contractor

(D) a clerk doing the employer's work

**Q30.** The usual test for deciding whether a person is a "servant" (for vicarious liability) is whether the employer can control:

(A) the manner in which the work is to be done

(B) only the wages to be paid

(C) the worker's personal life outside work

(D) nothing about the work at all

**Q31.** The legal maxim "sine qua non" means:

(A) a decision made in haste.

(B) an essential condition without which something cannot exist.

(C) a matter already decided.

(D) an act done in good faith.

**Q32.** The maxim "qui facit per alium facit per se" means:

(A) he who acts through another acts himself



- (B) no one can give what he does not have
- (C) where there is a right there is a remedy
- (D) an act of God

**Q33.** The maxim “nemo dat quod non habet” means:

- (A) no injury is done to one who consents
- (B) hear the other side
- (C) the buyer must beware
- (D) no one can give what he does not have

**Q34.** In law, the expression “pari passu” means:

- (A) at the seller’s risk
- (B) beyond reasonable doubt
- (C) on an equal footing, proportionately and without preference
- (D) by force of arms

**Q35.** In which landmark case did the court lay down the rule of strict liability for the escape of a dangerous thing (water) brought onto one’s land?

- (A) Donoghue v. Stevenson
- (B) Rylands v. Fletcher
- (C) Carlill v. Carbolic Smoke Ball Co.
- (D) Ashby v. White

**Q36.** In which case did the court develop the modern law of negligence and the “neighbour principle” after a decomposed snail was found in a bottle of ginger beer?

- (A) Rylands v. Fletcher
- (B) Carlill v. Carbolic Smoke Ball Co.
- (C) Ryland v. Wright



(D) Donoghue v. Stevenson

**Q37.** Which case established that a general offer made to the whole world can ripen into a binding (unilateral) contract when a person performs the stated condition?

(A) Carlill v. Carbolic Smoke Ball Co.

(B) Donoghue v. Stevenson

(C) Rylands v. Fletcher

(D) Hadley v. Baxendale

**Q38.** Under which Article is the law declared by the Supreme Court binding on all courts within the territory of India?

(A) Article 32

(B) Article 226

(C) Article 141

(D) Article 143

**Q39.** The power of a court to punish a person for disobeying its orders or for lowering its authority is known as:

(A) judicial review

(B) contempt of court

(C) the writ jurisdiction

(D) the advisory jurisdiction

**Q40.** A judge of a High Court in India holds office until he attains the age of:

(A) 58 years

(B) 60 years

(C) 65 years

(D) 62 years



**Detailed Solutions**

Q1.

**Solution**

**Concept — Authority of an Agent:** A principal is bound only by acts done within the authority actually given to the agent.

**Step 1 — Apply the principle:** A was appointed only to buy wheat for the shop, so his authority was limited to buying wheat.

**Step 2 — Conclusion:** Buying a car was entirely outside that authority, so P is not bound to pay S for the car.

**Why other options are wrong:**

- Options A and C: Acting in P's name or S's good faith cannot create authority that P never gave.
- Option D: There is no rule making P pay half for an act outside the agent's authority.

**Final Answer:** Buying the car was beyond A's authority, so P is not bound ⇒ **B**

**Answer: (B)** [Go Back to Q1](#)

Q2.

**Solution**

**Concept — Ratification:** An unauthorised act done on another's behalf may be ratified later, and ratification dates back as if the act was authorised from the start.

**Step 1 — Apply the principle:** A bought the rice in P's name without authority, but P, on learning of it, accepted the rice and approved the deal.

**Step 2 — Conclusion:** P's acceptance amounts to ratification, so P is bound by the whole purchase.

**Why other options are wrong:**

- Options A and B: The initial lack of authority is exactly what ratification cures.
- Option D: Ratification adopts the whole transaction, not just half of it.

**Final Answer:** P ratified the unauthorised purchase and is bound ⇒ **C**

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



Q3.

**Solution**

**Concept — Sub-Agent:** An agent cannot delegate work he has expressly undertaken to perform personally, unless allowed by the principal or trade custom.

**Step 1 — Apply the principle:** P engaged A, a noted artist, to paint the portrait personally, so the work depended on A's own skill.

**Step 2 — Conclusion:** Handing it to B without P's permission breaches the rule, so A has not acted properly.

**Why other options are wrong:**

- Options A and B: That B is also an artist or finishes the work does not satisfy a contract for A's personal skill.
- Option C: The wrong lies in the unauthorised delegation itself, not in how well B paints.

**Final Answer:** A had to do this personal work himself ⇒

[Go Back to Q3](#)

Q4.

**Solution**

**Concept — Undisclosed Principal:** When an agent contracts in his own name for an undisclosed principal, the principal may, on disclosure, sue or be sued on the contract.

**Step 1 — Apply the principle:** A bought the goods in his own name while secretly acting for P, and S later discovered that P was the real principal.

**Step 2 — Conclusion:** On disclosure, the undisclosed principal P can be sued, so S may recover the price from P.

**Why other options are wrong:**

- Options B and C: The very rule on undisclosed principals applies although the contract was in A's name and P was unknown earlier.
- Option D: The principal's liability does not depend on A becoming insolvent.

**Final Answer:** On disclosure the undisclosed principal can be sued, so S can recover from P ⇒

[Go Back to Q4](#)



Q5.

**Solution**

**Concept — Contract of Guarantee:** A surety promises to discharge the principal debtor's liability if the debtor defaults.

**Step 1 — Apply the principle:** S promised B that he would pay if D failed to repay, which makes S the surety for D's loan.

**Step 2 — Conclusion:** D defaulted on the due date, so S's liability as surety arises and B can recover from S.

**Why other options are wrong:**

- Options A and B: A surety's whole purpose is to be liable for another's debt, even though the loan went to D and S gained nothing.
- Option D: The surety's liability does not require D to be imprisoned first.

**Final Answer:** As surety, S must pay on D's default ⇒

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

Q6.

**Solution**

**Concept — Contract of Indemnity:** One party promises to save the other from loss caused by the promisor or by any other person.

**Step 1 — Apply the principle:** A promised to make good B's loss if anyone sued B over the title to the plot.

**Step 2 — Conclusion:** A third party did sue and B suffered loss over the title, so A must indemnify B for that loss.

**Why other options are wrong:**

- Options A and C: An indemnity covers exactly such a loss, even though B chose to buy and the loss came from a third party.
- Option D: The indemnity covers the full loss, not merely half of it.

**Final Answer:** A promised to indemnify B against such loss ⇒

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



Q7.

**Solution**

**Concept — Adequacy of Consideration:** An agreement is not void merely because the consideration is inadequate, so long as consent is free.

**Step 1 — Apply the principle:** A, of his own free will, agreed to sell the laptop for Rs. 5,000, so consent was freely given.

**Step 2 — Conclusion:** The low price (inadequate consideration) does not by itself make the agreement void, so it is valid.

**Why other options are wrong:**

- Options A and B: The law does not require consideration to equal the value of the thing.
- Option C: Having freely agreed to Rs. 5,000, A cannot now demand Rs. 40,000.

**Final Answer:** Inadequacy of consideration alone does not make it void ⇒

[Go Back to Q7](#)

Q8.

**Solution**

**Concept — Agent's Duty and Secret Profit:** An agent must act in the principal's interest and must not make a secret profit out of the agency.

**Step 1 — Apply the principle:** A was to buy the flat for P, but instead bought it cheaply himself and resold it to P at a higher price, keeping the difference.

**Step 2 — Conclusion:** That hidden gain is a secret profit, so A is liable to account to P for it.

**Why other options are wrong:**

- Options B and C: The agent's own effort or P getting a flat does not excuse a concealed profit.
- Option D: The wrong is the secrecy of the profit, not merely whether the market price was exceeded.

**Final Answer:** An agent must not make a secret profit, so A is liable ⇒

[Go Back to Q8](#)



Q9.

**Solution**

**Concept — Knowledge Needed for Ratification:** Ratification is valid only if the person ratifying had full knowledge of all the material facts.

**Step 1 — Apply the principle:** P approved the low settlement without knowing that X had actually admitted the full claim, a material fact.

**Step 2 — Conclusion:** Since P lacked full knowledge of the material facts, the ratification is not binding and P may withdraw his approval.

**Why other options are wrong:**

- Options A and C: An approval given in ignorance of material facts does not bind P, regardless of saving time.
- Option D: P's right to withdraw does not depend on X agreeing to reopen the matter.

**Final Answer:** P ratified without full knowledge of the material facts, so he can withdraw ⇒

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

Q10.

**Solution**

**Concept — Agent Exceeding Authority (Separable Acts):** Where the authorised part can be separated from the unauthorised part, only the authorised part binds the principal.

**Step 1 — Apply the principle:** A was authorised to sell the car but not the motorcycle, and the two sales are clearly separable.

**Step 2 — Conclusion:** P is therefore bound only by the authorised sale of the car, not by the unauthorised sale of the motorcycle.

**Why other options are wrong:**

- Options A and D: P cannot be bound by the motorcycle sale, which A had no authority to make.
- Option B: The authorised sale of the car remains valid and does bind P.

**Final Answer:** P is bound by the sale of the car but not the motorcycle ⇒

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



Q11.

**Solution**

**Concept — Distribution of Legislative Powers:** The Constitution divides law-making power through Lists in a particular Schedule.

**Explanation:** The **Seventh Schedule** contains the three Lists, namely the Union List, the State List, and the Concurrent List, dividing legislative power between the Centre and the States.

**Why other options are wrong:**

- The Fourth Schedule deals with seats in the Rajya Sabha; the Ninth Schedule protects certain laws; the Tenth Schedule deals with anti-defection.

**Final Answer:** The three Lists are in the Seventh Schedule ⇒

[Go Back to Q11](#)

Q12.

**Solution**

**Concept — Union List:** Subjects of national importance are reserved for Parliament.

**Explanation:** Defence, Foreign Affairs, and Currency are in the **Union List**, on which only Parliament can make laws.

**Why other options are wrong:**

- The State List is for States; the Concurrent List is for shared subjects; the “Residuary List” is not one of the three Lists but a power vested in Parliament.

**Final Answer:** Defence and the like are in the Union List ⇒

[Go Back to Q12](#)



Q13.

**Solution**

**Concept — State List:** Subjects of local importance fall to the State Legislatures.

**Explanation:** Police and Public Order are in the **State List**, on which the State Legislature ordinarily makes laws.

**Why other options are wrong:**

- The Union List is for Parliament; the Concurrent List is for shared subjects; there is no separate “Federal List”.

**Final Answer:** Police and Public Order are in the State List ⇒

[Go Back to Q13](#)

Q14.

**Solution**

**Concept — Repugnancy on the Concurrent List:** A clash between Union and State laws on a shared subject is resolved in favour of the Centre.

**Explanation:** On a Concurrent List subject, if a parliamentary law conflicts with a State law, the **law made by Parliament prevails**, and the State law is void to the extent of the repugnancy.

**Why other options are wrong:**

- The State law does not always prevail; both are not void; and which law is older is irrelevant.

**Final Answer:** The law made by Parliament prevails ⇒

[Go Back to Q14](#)

Q15.

**Solution**

**Concept — Residuary Powers:** Matters left out of all three Lists must still be legislated upon by someone.

**Explanation:** The residuary power to make laws on any matter not in any List is vested in **Parliament**.

**Why other options are wrong:**



- State Legislatures handle only listed State subjects; the President and the High Courts do not exercise residuary law-making power.

**Final Answer:** Residuary power is vested in Parliament ⇒  C

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

Q16.

### Solution

**Concept — Concurrent List:** Some subjects are open to both the Centre and the States.

**Explanation:** Education and Forests are in the **Concurrent List**, on which both Parliament and the State Legislatures may make laws.

**Why other options are wrong:**

- The Union and State Lists are exclusive to Parliament and the States respectively; the “Residuary List” is not one of the three Lists.

**Final Answer:** Education and Forests are in the Concurrent List ⇒  A

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

Q17.

### Solution

**Concept — Competence to Contract:** The Act lays down three conditions for capacity to contract.

**Explanation:** A person is competent if he is of the age of majority, of sound mind, and **not disqualified from contracting by any law to which he is subject.**

**Why other options are wrong:**

- Residence in India, ability to read and write, or registration as a trader are not requirements of capacity to contract.

**Final Answer:** He must not be disqualified by any law to which he is subject ⇒  B

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



Q18.

**Solution**

**Concept — Minor's Agreement:** A minor lacks the capacity to contract.

**Explanation:** An agreement entered into by a minor is **void from the very beginning** (void ab initio), because the minor is not competent to contract.

**Why other options are wrong:**

- It is not valid, nor merely voidable, and it does not spring to life simply because the minor later turns 18.

**Final Answer:** A minor's agreement is void from the very beginning ⇒

[Go Back to Q18](#)

Q19.

**Solution**

**Concept — No Ratification of a Minor's Agreement:** What was void cannot be revived later.

**Explanation:** A minor's agreement is void, and a **void agreement cannot be ratified**, so it cannot be confirmed even after the minor attains majority.

**Why other options are wrong:**

- Ratification cannot validate a void agreement; the age of 21 is irrelevant; repaying money received does not turn a void agreement into a valid one.

**Final Answer:** A void agreement cannot be ratified ⇒

[Go Back to Q19](#)

Q20.

**Solution**

**Concept — Capacity of a Person of Unsound Mind:** Soundness of mind is judged at the time of making the contract.

**Explanation:** A person usually of unsound mind but occasionally of sound mind may contract **when he is of sound mind**, because capacity is tested at the moment of contracting.

**Why other options are wrong:**



- It is not the case that he can never contract, nor that he must always use a guardian or act only in writing.

**Final Answer:** He may contract when he is of sound mind ⇒  C

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

Q21.

### Solution

**Concept — Persons Disqualified by Law:** Some persons are barred from contracting by the law to which they are subject.

**Explanation:** An **alien enemy** (during a war) is treated as disqualified from contracting with citizens of the country, so such contracts are barred.

**Why other options are wrong:**

- A salaried employee, a married woman, or an illiterate person is not, merely for that reason, disqualified from contracting.

**Final Answer:** An alien enemy during a war is disqualified from contracting ⇒  D

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

Q22.

### Solution

**Concept — Criminal Conspiracy:** The essence of conspiracy is an agreement between two or more persons.

**Explanation:** Criminal conspiracy is committed when **two or more persons agree to do an illegal act, or a legal act by illegal means.**

**Why other options are wrong:**

- A single person's plan, a mere thought of a crime, or reporting a crime to the police cannot amount to a conspiracy.

**Final Answer:** Two or more persons must agree to an illegal act or a legal act by illegal means ⇒  A

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



Q23.

**Solution**

**Concept — Abetment by Instigation:** Provoking another to commit an offence is one form of abetment.

**Explanation:** When a person provokes, urges, or incites another to commit an offence, that is abetment by **instigation**.

**Why other options are wrong:**

- Abetment by conspiracy needs an agreement; abetment by intentional aid needs an act of help; negligence is not a form of abetment.

**Final Answer:** Provoking or inciting another is abetment by instigation ⇒

[Go Back to Q23](#)

Q24.

**Solution**

**Concept — Three Forms of Abetment:** Abetment can take any of three recognised forms.

**Explanation:** Abetment is made out by instigation, by intentional aid, or by **engaging in a conspiracy** to do that thing.

**Why other options are wrong:**

- Simple negligence, merely witnessing the act, or failing to report it are not recognised forms of abetment.

**Final Answer:** The third form is engaging in a conspiracy to do the thing ⇒

[Go Back to Q24](#)

Q25.

**Solution**

**Concept — Conspiracy as a Bare Agreement:** For serious offences, the agreement itself is the crime.

**Explanation:** For a conspiracy to commit a serious offence, the agreement is punishable **even if no further act** is done in furtherance of it.

**Why other options are wrong:**



- The offence need not be completed, the property need not actually be stolen, and there is no requirement of at least four persons.

**Final Answer:** The agreement is punishable even if no further act is done ⇒

[Go Back to Q25](#)

Q26.

### Solution

**Concept — Abetment by Intentional Aid:** Deliberately helping a crime to happen is abetment.

**Step 1 — Apply the principle:** The watchman deliberately left the gate open so that the thieves could enter and steal.

**Step 2 — Conclusion:** By doing an act that facilitated the offence, he abetted the theft by **intentionally aiding** its commission.

**Why other options are wrong:**

- Option B: He did not personally commit the theft.
- Options C and D: His act was deliberate aid, not mere negligence or passive watching.

**Final Answer:** He intentionally aided the commission of the offence ⇒

[Go Back to Q26](#)

Q27.

### Solution

**Concept — Vicarious Liability:** One person can be held liable for the wrong of another.

**Explanation:** Vicarious liability most commonly means the liability of a **master for the wrongful acts of his servant** done in the course of employment.

**Why other options are wrong:**

- Liability for one's own act is direct, not vicarious; a victim's failure to avoid harm and State liability for natural disasters are different ideas.

**Final Answer:** It is the master's liability for his servant's wrongful acts ⇒



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

Q28.

### Solution

**Concept — Course of Employment:** A master answers only for acts connected with the work.

**Explanation:** A master is liable for a servant's wrongful act only when it is done **in the course of the servant's employment**, that is, while doing the master's work.

**Why other options are wrong:**

- Acts during a private lunch at home, after resignation, or purely for the servant's own purposes fall outside the course of employment.

**Final Answer:** The act must be done in the course of employment ⇒ **B**

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

Q29.

### Solution

**Concept — Independent Contractor:** An employer is generally not liable for an independent contractor's wrongs.

**Explanation:** As a general rule, an employer is NOT liable for the wrongful acts of an **independent contractor**, who works on his own methods and is not under the employer's detailed control.

**Why other options are wrong:**

- A servant, a full-time driver, or a clerk acting in the course of employment can make the employer vicariously liable.

**Final Answer:** The employer is generally not liable for an independent contractor ⇒ **C**

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



Q30.

**Solution**

**Concept — The Control Test:** A servant is distinguished from a contractor by the degree of control.

**Explanation:** The usual test for a “servant” is whether the employer can control **the manner in which the work is to be done**, not merely the result.

**Why other options are wrong:**

- Controlling only the wages, the worker’s private life, or nothing at all does not describe the control test for a servant.

**Final Answer:** The test is control over the manner of doing the work ⇒

[Go Back to Q30](#)

Q31.

**Solution**

**Concept — Sine qua non:** It points to an indispensable requirement.

**Explanation:** “Sine qua non” literally means “without which not”. It refers to **an essential condition without which something cannot exist** or cannot happen; in other words, an indispensable prerequisite.

**Why other options are wrong:**

- A decision made in haste does not capture the idea of an essential condition; “a matter already decided” is res judicata; “an act done in good faith” is bona fide.

**Final Answer:** It means an essential condition without which something cannot exist ⇒

[Go Back to Q31](#)



Q32.

**Solution**

**Concept — Qui facit per alium facit per se:** Acts done through an agent are treated as one's own.

**Explanation:** “Qui facit per alium facit per se” means **he who acts through another acts himself**; it is the basis of an employer's vicarious liability for his agent or servant.

**Why other options are wrong:**

- “No one can give what he does not have” is nemo dat quod non habet; “where there is a right there is a remedy” is ubi jus ibi remedium; an act of God is a separate idea.

**Final Answer:** It means he who acts through another acts himself ⇒

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

Q33.

**Solution**

**Concept — Nemo dat quod non habet:** A person cannot transfer a better title than he himself holds.

**Explanation:** “Nemo dat quod non habet” means **no one can give what he does not have**, so a seller without good title generally cannot pass good title to a buyer.

**Why other options are wrong:**

- “No injury to one who consents” is volenti non fit injuria; “hear the other side” is audi alteram partem; “the buyer must beware” is caveat emptor.

**Final Answer:** It means no one can give what he does not have ⇒

**Answer: (D)** [Go Back to Q33](#)



Q34.

**Solution**

**Concept — Pari passu:** Claims of equal rank are treated alike.

**Explanation:** “Pari passu” means **on an equal footing**, that is, proportionately and without preference; for example, creditors of the same class share available assets pari passu.

**Why other options are wrong:**

- “At the seller’s risk”, “beyond reasonable doubt”, and “by force of arms” are unrelated meanings.

**Final Answer:** It means on an equal footing, without preference ⇒  C

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

Q35.

**Solution**

**Concept — Strict Liability:** A person who brings a dangerous thing onto his land is liable if it escapes and causes harm.

**Explanation:** **Rylands v. Fletcher** (1868) laid down the rule of strict liability when water collected in a reservoir escaped and flooded the neighbour’s mine.

**Why other options are wrong:**

- Donoghue v. Stevenson concerned negligence; Carlill concerned a general offer; Ashby v. White concerned a denied right to vote.

**Final Answer:** The strict liability rule comes from Rylands v. Fletcher ⇒  B

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

Q36.

**Solution**

**Concept — The Neighbour Principle:** We owe a duty of care to those closely and directly affected by our acts.

**Explanation:** **Donoghue v. Stevenson** (1932) developed the modern law of negligence and the “neighbour principle” after a decomposed snail was found in a bottle of ginger beer.



**Why other options are wrong:**

- Rylands v. Fletcher dealt with strict liability; Carlill dealt with a general offer; “Ryland v. Wright” is not a real leading case here.

**Final Answer:** The neighbour principle comes from Donoghue v. Stevenson ⇒

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

**Q37.**

**Solution**

**Concept — General Offer / Unilateral Contract:** An offer to the whole world can be accepted by performing the stated condition.

**Explanation: Carlill v. Carbolic Smoke Ball Co. (1893)** held that a general offer became a binding contract when Mrs Carlill used the smoke ball as directed and still caught influenza.

**Why other options are wrong:**

- Donoghue v. Stevenson dealt with negligence; Rylands v. Fletcher with strict liability; Hadley v. Baxendale with remoteness of damages.

**Final Answer:** The general-offer rule comes from Carlill v. Carbolic Smoke Ball Co. ⇒

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

**Q38.**

**Solution**

**Concept — Binding Precedent:** The law declared by the apex court must be followed by all other courts.

**Explanation:** Under **Article 141**, the law declared by the Supreme Court is binding on all courts within the territory of India.

**Why other options are wrong:**

- Article 32 deals with the right to constitutional remedies; Article 226 with High Court writs; Article 143 with the President’s power to seek the Court’s advisory opinion.

**Final Answer:** The law declared by the Supreme Court binds all courts under



Article 141 ⇒

[Go Back to Q38](#)

Q39.

### Solution

**Concept — Contempt of Court:** Courts can protect their authority and ensure obedience to their orders.

**Explanation: Contempt of court** is the power of a court to punish a person for disobeying its orders or for lowering its authority and dignity.

**Why other options are wrong:**

- Judicial review tests the validity of laws; writ jurisdiction enforces rights; advisory jurisdiction is for giving opinions, none of which is contempt.

**Final Answer:** The power to punish such conduct is contempt of court ⇒

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Q40.

### Solution

**Concept — Tenure of a High Court Judge:** A High Court judge serves until a fixed retirement age.

**Explanation:** A judge of a High Court holds office until he attains the age of **62** years.

**Why other options are wrong:**

- 65 years is the retirement age for a Supreme Court judge; 58 and 60 years are incorrect for a High Court judge.

**Final Answer:** A High Court judge retires at 62 years ⇒

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Answer Key

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

