

PU LLB Legal Aptitude

Sample Paper – 8

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 bailee who uses the bailed goods for a purpose other than the one agreed is liable for any loss, even if the loss is caused by an accident. **Facts:** P lends his car to Q only to drive to the railway station. Instead, Q drives it to a hill station for a holiday, and on the way the car is damaged in an unforeseeable accident. Is Q liable for the damage?

- (A) No, because the accident was unforeseeable.
- (B) No, because P had voluntarily lent the car.
- (C) Yes, because Q used the car for an unauthorised purpose and is liable even for accidental loss.
- (D) Yes, but only for half of the damage.

Q2. Principle: A person who receives goods belonging to another for a pur-



pose must take as much care of those goods as an ordinary prudent person would take of his own goods of the same kind. **Facts:** R leaves his car with S, a parking-garage owner, for safe keeping. S parks it in an open lot, leaves the keys inside, and the car is stolen. Is S liable?

- (A) Yes, because S failed to take the care an ordinary prudent person would take.
- (B) No, because the thief, not S, took the car.
- (C) No, because R chose to leave the car with S.
- (D) Yes, but only if the car was a brand new model.

Q3. Principle: Where goods are delivered as security for the repayment of a debt, the person delivering them may recover the goods on paying the debt at any time before the goods are actually sold. **Facts:** T pledges his gold chain with a moneylender M as security for a loan of Rs. 20,000. Before M sells the chain, T comes back and offers to repay the full loan. Must M return the chain?

- (A) No, because once pledged the chain belongs to M.
- (B) No, because M may keep the chain as profit.
- (C) Yes, but only if the loan amount has doubled.
- (D) Yes, because T may redeem the chain by paying the debt before any sale.

Q4. Principle: A person who has worked upon goods delivered to him may retain those goods until he is paid for the work done on them. **Facts:** U gives cloth to V, a tailor, to stitch a suit for an agreed charge of Rs. 1,500. After V finishes the suit, U demands it back but refuses to pay the charges. May V keep the suit until paid?

- (A) No, because the cloth always belonged to U.
- (B) Yes, because V may retain the goods until paid for his work.
- (C) No, because a tailor has no right over the customer's cloth.
- (D) Yes, but only if U signed a written agreement.



- Q5. Principle:** In a contract of indemnity, one party promises to save the other from any loss caused to him by the conduct of the promisor or of any other person. **Facts:** W asks dealer X to deliver goods to a third person, and promises X, “If you suffer any loss because of this delivery, I will make it good.” X later suffers a loss on the delivery. Can X claim the loss from W?
- (A) Yes, because W promised to make good any loss X suffered.
 - (B) No, because the loss was caused by the third person.
 - (C) No, because such a promise has no legal value.
 - (D) Yes, but only if W also delivered goods himself.
- Q6. Principle:** In a contract of guarantee, where the principal debtor fails to repay the debt, the surety becomes liable to pay it to the creditor. **Facts:** A bank lends Rs. 1,00,000 to borrower B. C signs as a guarantor, promising to pay if B does not. B defaults completely. Can the bank recover the money from C?
- (A) No, because C never received the loan amount.
 - (B) No, because only B borrowed the money.
 - (C) Yes, but only if B has died.
 - (D) Yes, because as surety C is liable when B defaults.
- Q7. Principle:** A condition is a term so essential to a contract of sale that its breach entitles the buyer to reject the goods, whereas the breach of a warranty (a minor term) entitles the buyer only to claim damages. **Facts:** D agrees to buy a car from E on the express term that it must run on diesel. E delivers a petrol car. May D reject it?
- (A) No, because D can only claim a small reduction in price.
 - (B) Yes, because the fuel type was a condition essential to the sale.
 - (C) No, because the car was still delivered on time.
 - (D) Yes, but only if the car was also damaged.



- Q8. Principle:** The breach of a warranty (a minor or collateral term) does not allow the buyer to reject the goods; the buyer may only claim damages for the loss suffered. **Facts:** F buys a new refrigerator from G, who had stated that a free water filter would be included. The filter is not supplied, though the refrigerator works perfectly. What is F's remedy?
- (A) F may return the refrigerator and demand a full refund.
- (B) F may cancel the entire sale.
- (C) F may only claim damages for the missing filter.
- (D) F has no remedy at all.
- Q9. Principle:** A person who is in possession of goods with the owner's consent, and who carries on business of dealing in such goods, may make a valid pledge of them to a person who acts in good faith. **Facts:** H, a jeweller, is given ornaments by their owner to display for sale in his shop. H pledges them with a bank, which takes them in good faith without notice of any defect. Is the pledge to the bank valid?
- (A) Yes, because H had possession with consent and the bank acted in good faith.
- (B) No, because H was not the true owner of the ornaments.
- (C) No, because a jeweller can never pledge a customer's goods.
- (D) Yes, but only if the owner later agrees to the pledge.
- Q10. Principle:** A person who delivers goods to another for use must disclose any fault in the goods that he knows of and which exposes the other to extraordinary risk; failing to do so, he is responsible for any resulting damage. **Facts:** J lends his motorbike to K for a ride, knowing that its brakes are faulty, but says nothing. K meets with an accident due to the failed brakes and is injured. Is J responsible?
- (A) No, because K should have checked the brakes himself.
- (B) Yes, because J knew of the faulty brakes and failed to disclose them.
- (C) No, because the bike was lent free of charge.



(D) Yes, but only if K had paid to borrow the bike.

Q11. Under which Article of the Constitution may the President proclaim a National Emergency on the ground of war, external aggression, or armed rebellion?

(A) Article 356

(B) Article 360

(C) Article 352

(D) Article 368

Q12. The proclamation of President's Rule in a State, on the failure of constitutional machinery in that State, is made under which Article?

(A) Article 356

(B) Article 352

(C) Article 360

(D) Article 370

Q13. A Financial Emergency, declared when the financial stability or credit of India is threatened, is provided for under which Article?

(A) Article 352

(B) Article 356

(C) Article 365

(D) Article 360

Q14. During a National Emergency, the enforcement of which Fundamental Rights can NEVER be suspended?

(A) Articles 14 and 19

(B) Articles 20 and 21

(C) Articles 25 and 26



(D) Articles 29 and 30

Q15. A proclamation of National Emergency must be approved by both Houses of Parliament within how many days of its issue?

(A) Within 14 days

(B) Within 6 months

(C) Within 1 month (30 days)

(D) Within 60 days

Q16. President's Rule in a State, once approved by Parliament, can ordinarily continue for a maximum total period of:

(A) 3 years

(B) 1 year

(C) 6 months

(D) 5 years

Q17. Under the Indian Contract Act, 1872, the delivery of goods by one person to another for a purpose, upon a contract that they shall be returned when the purpose is accomplished, is called:

(A) a sale

(B) bailment

(C) a gift

(D) a mortgage

Q18. In a contract of bailment, the person who delivers the goods is called the "bailor" and the person to whom they are delivered is called the:

(A) pawnor

(B) surety

(C) vendee



(D) bailee

Q19. The bailment of goods as security for the payment of a debt or performance of a promise is specifically known as:

- (A) a lien
- (B) indemnity
- (C) a pledge
- (D) a lease

Q20. Under the Indian Contract Act, a person who finds goods belonging to another and takes them into his custody is subject to the same responsibility as a:

- (A) bailee
- (B) surety
- (C) trustee of the State
- (D) full owner

Q21. When a pawnor (pledgor) makes a default in payment of the debt, the pawnee (pledgee) may, after giving reasonable notice, do which of the following with the pledged goods?

- (A) destroy the goods at once
- (B) sell the goods to recover the debt
- (C) gift the goods to a charity
- (D) keep the goods permanently without any notice

Q22. Kidnapping from lawful guardianship is committed when a minor is taken away without the guardian's consent. For this offence, the relevant age below which a male child is protected is:

- (A) 12 years
- (B) 18 years



- (C) 21 years
- (D) 16 years

Q23. Which of the following is an essential element of “abduction” but not of “kidnapping from lawful guardianship”?

- (A) the use of force or deceitful means to compel or induce a person to go from a place
- (B) the taking of a minor below a fixed age
- (C) the absence of the guardian’s consent
- (D) that the victim must always be a child

Q24. Which statement correctly distinguishes kidnapping from abduction?

- (A) Kidnapping can be committed only against an adult.
- (B) Abduction is always against a minor.
- (C) Both require the consent of the person taken.
- (D) Kidnapping is committed against a minor (or a person of unsound mind), while abduction may be committed against any person by force or deceit.

Q25. Voluntarily obstructing a person so as to prevent him from proceeding in a direction in which he has a right to proceed amounts to:

- (A) wrongful confinement
- (B) wrongful restraint
- (C) criminal trespass
- (D) assault

Q26. Wrongful confinement is best described as:

- (A) merely insulting a person in public
- (B) obstructing a person on one side only



- (C) taking a minor away from a guardian
- (D) wrongfully restraining a person so as to prevent him from going beyond certain limits

Q27. In the tort of negligence, the first essential a plaintiff must establish is that the defendant owed him a:

- (A) written contract
- (B) duty of care
- (C) criminal intention
- (D) financial debt

Q28. A “breach of duty” in the tort of negligence means that the defendant:

- (A) deliberately intended to cause harm
- (B) committed a criminal offence
- (C) failed to take the care that a reasonable person would have taken
- (D) broke a written promise

Q29. To succeed in an action for negligence, besides a duty of care and its breach, the plaintiff must also prove that:

- (A) the defendant gained a profit
- (B) the defendant acted in good faith
- (C) he actually suffered damage caused by the breach
- (D) a written notice was served

Q30. Where the plaintiff’s own want of care has contributed, along with the defendant’s negligence, to the harm suffered, the situation is described as:

- (A) contributory negligence
- (B) an act of God



- (C) volenti non fit injuria
- (D) inevitable accident

Q31. The rule of interpretation “ejusdem generis” means that:

- (A) every word must be read in isolation
- (B) general words always override specific words
- (C) a statute applies only to future events
- (D) general words following specific words are limited to the same class as the specific ones

Q32. The maxim “noscitur a sociis” means that the meaning of a doubtful word:

- (A) is known from its accompanying or associated words
- (B) is fixed by the dictionary alone
- (C) must always be the widest possible
- (D) is decided by the legislature later

Q33. The phrase “mutatis mutandis” is used in law to mean:

- (A) word for word, without any change
- (B) with the necessary changes having been made
- (C) in the absence of one party
- (D) beyond the powers conferred

Q34. A trial conducted “in camera” means that the proceedings are held:

- (A) with the help of recorded video evidence only
- (B) in an open court before the public
- (C) in private, away from public view
- (D) entirely in writing without any hearing



- Q35.** In which landmark case was it held that an agreement entered into by a minor is void ab initio (void from the very beginning)?
- (A) Mohori Bibee v. Dharmodas Ghose
 - (B) Balfour v. Balfour
 - (C) Lalman Shukla v. Gauri Dutt
 - (D) Hadley v. Baxendale
- Q36.** In which case did the court hold that a domestic agreement between a husband and wife lacked the intention to create legal relations and was therefore not enforceable?
- (A) Mohori Bibee v. Dharmodas Ghose
 - (B) Lalman Shukla v. Gauri Dutt
 - (C) Felthouse v. Bindley
 - (D) Balfour v. Balfour
- Q37.** The principle that there can be no valid acceptance of an offer unless the acceptor had knowledge of the offer was laid down in:
- (A) Balfour v. Balfour
 - (B) Mohori Bibee v. Dharmodas Ghose
 - (C) Lalman Shukla v. Gauri Dutt
 - (D) Powell v. Lee
- Q38.** Which of the following is a qualification prescribed by the Constitution for appointment as a Judge of the Supreme Court of India?
- (A) must have been a Member of Parliament
 - (B) has been a Judge of a High Court for at least five years
 - (C) must be at least 50 years of age
 - (D) must have served as a District Collector



- Q39.** In which year was the Supreme Court of India established (it was inaugurated on 28 January)?
- (A) 1947
 - (B) 1949
 - (C) 1950
 - (D) 1952
- Q40.** A “Constitution Bench” of the Supreme Court of India consists of:
- (A) a single judge
 - (B) exactly two judges
 - (C) three judges
 - (D) five or more judges



Detailed Solutions

Q1.

Solution

Concept — Unauthorised Use by a Bailee: A bailee who uses the goods for a purpose other than the one agreed is liable for any resulting loss, even an accidental one.

Step 1 — Apply the principle: Q was allowed to drive the car only to the railway station, but instead took it to a hill station, which is a use beyond the agreed purpose.

Step 2 — Conclusion: Because Q put the car to an unauthorised use, he is liable for the damage even though the accident was unforeseeable.

Why other options are wrong:

- Option A: The principle makes the bailee liable even for accidental loss once the use is unauthorised, so unforeseeability is no defence.
- Option B: P lending the car voluntarily was only for a limited purpose and does not excuse Q's misuse.
- Option D: The principle imposes full liability for the loss, not merely half of the damage.

Final Answer: Q used the car for an unauthorised purpose and is liable even for accidental loss ⇒

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

Q2.

Solution

Concept — Bailee's Duty of Care: A person holding another's goods must take the care of an ordinary prudent person.

Step 1 — Apply the principle: S parked the car in an open lot with the keys left inside, which is not the care a prudent person would take.

Step 2 — Conclusion: Because S fell below the required standard of care, S is liable for the loss.

Why other options are wrong:

- Option B: The theft happened precisely because S was careless, so S cannot



escape.

- Option C: R leaving the car with S does not excuse S's negligence.
- Option D: Liability does not depend on the car being a new model.

Final Answer: S failed to take prudent care and is liable ⇒

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

Q3.

Solution

Concept — Pledge and Right to Redeem: The pledgor may recover the goods by paying the debt any time before they are sold.

Step 1 — Apply the principle: T offered to repay the full loan before M had actually sold the gold chain.

Step 2 — Conclusion: T retains the right to redeem the chain by paying the debt before sale, so M must return it.

Why other options are wrong:

- Options A and B: Pledging the chain does not transfer ownership to M or let M keep it as profit.
- Option C: The principle does not double the loan amount.

Final Answer: T may redeem the chain before any sale ⇒

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

Q4.

Solution

Concept — Lien for Work Done: One who works on goods may retain them until paid for that work.

Step 1 — Apply the principle: V stitched the suit from U's cloth for an agreed charge, and U refused to pay.

Step 2 — Conclusion: V may retain the finished suit until the stitching charges are paid.

Why other options are wrong:

- Options A and C: Ownership of the cloth by U does not defeat V's lien for his



labour.

- Option D: The principle does not require a written agreement for the lien.

Final Answer: V may keep the suit until paid for his work ⇒

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

Q5.

Solution

Concept — Contract of Indemnity: One party promises to save the other from loss caused by anyone's conduct.

Step 1 — Apply the principle: W expressly promised to make good any loss X suffered from making the delivery.

Step 2 — Conclusion: When X suffered the loss, the indemnity was triggered, so X can claim it from W.

Why other options are wrong:

- Option B: An indemnity covers loss caused even by another person.
- Option C: Such a promise is a valid contract of indemnity, not a worthless one.
- Option D: The principle does not require W to deliver goods himself.

Final Answer: The indemnity allows X to claim the loss from W ⇒

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

Q6.

Solution

Concept — Contract of Guarantee: A surety becomes liable when the principal debtor defaults.

Step 1 — Apply the principle: C stood as guarantor, promising to pay if B did not, and B defaulted completely.

Step 2 — Conclusion: On B's default, C's liability as surety arises, so the bank can recover from C.

Why other options are wrong:

- Options A and B: A surety is liable even though only the borrower received



the money.

- Option C: The surety's liability does not depend on the debtor's death.

Final Answer: As surety, C is liable on B's default ⇒

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

Q7.

Solution

Concept — Condition in a Sale: Breach of an essential term lets the buyer reject the goods.

Step 1 — Apply the principle: The express term that the car must run on diesel was essential to D's purchase.

Step 2 — Conclusion: Delivering a petrol car breaches that condition, so D may reject the car.

Why other options are wrong:

- Option A: A mere price reduction is the remedy for a warranty, not a condition.
- Option C: Timely delivery cannot cure the breach of an essential term.
- Option D: D's right to reject does not depend on the car also being damaged.

Final Answer: The fuel type was a condition, so D may reject the car ⇒

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

Q8.

Solution

Concept — Warranty in a Sale: Breach of a minor term gives only damages, not a right to reject.

Step 1 — Apply the principle: The free water filter was a minor, collateral term, while the refrigerator itself works perfectly.

Step 2 — Conclusion: The breach being of a warranty, F may only claim damages for the missing filter.

Why other options are wrong:

- Options A and B: Returning the refrigerator or cancelling the sale are reme-



dies for breach of a condition, not a warranty.

- Option D: F is not left without any remedy; damages are available.

Final Answer: F may only claim damages for the missing filter ⇒

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

Q9.

Solution

Concept — Pledge by Person in Possession: A dealer in possession with consent may pledge goods to a good-faith taker.

Step 1 — Apply the principle: H, a jeweller dealing in ornaments, held them with the owner's consent, and the bank took the pledge in good faith.

Step 2 — Conclusion: The two conditions being met, the pledge to the bank is valid.

Why other options are wrong:

- Options B and C: Although H is not the owner, the principle validates such a pledge by a dealer in possession with consent.
- Option D: The pledge is already valid and needs no later approval by the owner.

Final Answer: The pledge to the good-faith bank is valid ⇒

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

Q10.

Solution

Concept — Bailor's Duty to Disclose Defects: A lender must disclose known faults that create extraordinary risk.

Step 1 — Apply the principle: J knew the brakes were faulty but said nothing when lending the bike to K.

Step 2 — Conclusion: The failure to disclose the known defect makes J responsible for K's resulting injury.

Why other options are wrong:

- Option A: The duty to disclose lies on J; K was not bound to suspect hidden



faults.

- Options C and D: The duty applies whether the bike was lent free or for hire.

Final Answer: J failed to disclose the known defect and is responsible ⇒ B

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

Q11.

Solution

Concept — National Emergency: The Constitution provides for emergency on grounds of war or rebellion.

Explanation: A National Emergency is proclaimed by the President under **Article 352** on the ground of war, external aggression, or armed rebellion.

Why other options are wrong:

- Article 356 deals with President's Rule; Article 360 with Financial Emergency; Article 368 with amendment of the Constitution.

Final Answer: National Emergency is under Article 352 ⇒ C

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

Q12.

Solution

Concept — President's Rule: The Union may take over a State on breakdown of its machinery.

Explanation: President's Rule, imposed on the failure of the constitutional machinery in a State, is made under **Article 356**.

Why other options are wrong:

- Article 352 is National Emergency; Article 360 is Financial Emergency; Article 370 dealt with the special status of Jammu and Kashmir.

Final Answer: President's Rule is under Article 356 ⇒ A

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



Q13.

Solution

Concept — Financial Emergency: A separate provision protects the nation's financial stability.

Explanation: A Financial Emergency, declared when the financial stability or credit of India is threatened, is provided for under **Article 360**.

Why other options are wrong:

- Article 352 is National Emergency; Article 356 is President's Rule; Article 365 deals with the effect of failure to comply with Union directions.

Final Answer: Financial Emergency is under Article 360 ⇒ **D**

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

Q14.

Solution

Concept — Rights During Emergency: Some rights are protected even in an emergency.

Explanation: The protection under **Articles 20 and 21** (protection in respect of conviction for offences, and the right to life and personal liberty) can never be suspended, even during a National Emergency, after the 44th Amendment.

Why other options are wrong:

- Article 19 freedoms may be suspended during a war-based emergency; the rights in 25 to 30 are not the ones specially shielded by Article 359.

Final Answer: Articles 20 and 21 can never be suspended ⇒ **B**

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



Q15.

Solution

Concept — Approval of National Emergency: A proclamation needs swift parliamentary approval.

Explanation: A proclamation of National Emergency must be approved by both Houses of Parliament within **one month (30 days)** of its issue, after which it continues for six months at a time.

Why other options are wrong:

- 14 days applies to certain ordinance and detention contexts; six months is the period for which it then continues once approved; 60 days is not the rule.

Final Answer: It must be approved within one month ⇒

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

Q16.

Solution

Concept — Duration of President's Rule: President's Rule has an outer time limit.

Explanation: President's Rule can ordinarily continue for a maximum total period of **3 years**, extended in six-month blocks subject to the conditions laid down in the Constitution.

Why other options are wrong:

- Six months is one renewal period and one year the initial approved span, but the maximum total is three years; five years is incorrect.

Final Answer: The maximum total period is 3 years ⇒

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



Q17.

Solution

Concept — Definition of Bailment: Delivery of goods for a purpose, to be returned, is bailment.

Explanation: The delivery of goods by one person to another for a purpose, on a contract that they shall be returned when the purpose is accomplished, is called **bailment**.

Why other options are wrong:

- A sale transfers ownership; a gift transfers property without return; a mortgage involves immovable property as security.

Final Answer: The arrangement is bailment ⇒

[Go Back to Q17](#)

Q18.

Solution

Concept — Parties to a Bailment: The two parties have specific names.

Explanation: In a bailment, the person delivering the goods is the bailor, and the person to whom they are delivered is the **bailee**.

Why other options are wrong:

- A pawnor pledges goods, a surety guarantees a debt, and a vendee is a buyer; none is the receiver in a bailment.

Final Answer: The receiver is the bailee ⇒

[Go Back to Q18](#)

Q19.

Solution

Concept — Definition of Pledge: Bailment as security for a debt is a pledge.

Explanation: The bailment of goods as security for the payment of a debt or performance of a promise is specifically called a **pledge**.

Why other options are wrong:



- A lien is a right to retain goods; indemnity is a promise to save from loss; a lease relates to the use of property.

Final Answer: It is a pledge ⇒

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

Q20.

Solution

Concept — Finder of Goods: A finder is treated like a bailee.

Explanation: A person who finds goods belonging to another and takes them into his custody is subject to the same responsibility as a **bailee**, and must take reasonable care and try to find the true owner.

Why other options are wrong:

- A finder is neither a surety nor a trustee of the State, and does not become the full owner of the goods.

Final Answer: A finder is treated as a bailee ⇒

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

Q21.

Solution

Concept — Pawnee's Right on Default: On default, the pledged goods may be sold after notice.

Explanation: When the pawnor defaults, the pawnee may, after giving the pawnor reasonable notice, **sell the pledged goods** to recover the debt.

Why other options are wrong:

- The pawnee may not destroy or gift the goods, and may not keep them permanently without giving notice.

Final Answer: The pawnee may sell the goods after notice ⇒

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



Q22.

Solution

Concept — Kidnapping from Lawful Guardianship: The protected age differs by sex.

Explanation: For kidnapping from lawful guardianship, a male child is protected if he is below 16 years of age (and a female below 18 years).

Why other options are wrong:

- 12 and 21 years are not the relevant limits; 18 years is the limit fixed for a female child, not a male.

Final Answer: The age for a male child is 16 years ⇒

[Go Back to Q22](#)

Q23.

Solution

Concept — Abduction: Abduction turns on force or deceit.

Explanation: Abduction requires the **use of force or deceitful means** to compel or induce a person to go from a place. This element is not needed for kidnapping from lawful guardianship.

Why other options are wrong:

- Taking a minor below a fixed age and the absence of guardian's consent are features of kidnapping, not abduction; abduction is not limited to children.

Final Answer: Abduction needs force or deceit ⇒

[Go Back to Q23](#)

Q24.

Solution

Concept — Kidnapping vs Abduction: The two offences differ in victim and method.

Explanation: Kidnapping (from lawful guardianship) is committed against a minor or a person of unsound mind, while **abduction** may be committed against any person by the use of force or deceitful means.



Why other options are wrong:

- Kidnapping is not limited to adults, abduction is not limited to minors, and neither offence requires the consent of the person taken.

Final Answer: Kidnapping targets a minor; abduction any person by force or deceit ⇒

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

Q25.

Solution

Concept — Wrongful Restraint: Obstructing a person's lawful movement is restraint.

Explanation: Voluntarily obstructing a person so as to prevent him from proceeding in a direction in which he has a right to proceed is **wrongful restraint**.

Why other options are wrong:

- Wrongful confinement keeps a person within certain limits; criminal trespass and assault are different offences.

Final Answer: Obstructing free movement is wrongful restraint ⇒

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

Q26.

Solution

Concept — Wrongful Confinement: Confinement restrains a person within set limits.

Explanation: Wrongful confinement is wrongfully restraining a person **so as to prevent him from going beyond certain limits**; it is a more serious form of wrongful restraint.

Why other options are wrong:

- Mere insult is not confinement; obstruction on one side only is wrongful restraint; taking a minor from a guardian is kidnapping.

Final Answer: Confinement keeps a person within certain limits ⇒



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

Q27.

Solution

Concept — Duty of Care: Negligence begins with a duty of care.

Explanation: The first essential the plaintiff must prove in negligence is that the defendant owed him a **duty of care**.

Why other options are wrong:

- Negligence does not depend on a written contract, criminal intention, or any financial debt.

Final Answer: The first essential is a duty of care ⇒

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

Q28.

Solution

Concept — Breach of Duty: Breach means falling below the reasonable standard.

Explanation: A breach of duty in negligence means the defendant **failed to take the care that a reasonable person would have taken** in the circumstances.

Why other options are wrong:

- Negligence does not require a deliberate intention to harm, a criminal offence, or the breaking of a written promise.

Final Answer: Breach is failing to take reasonable care ⇒

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



Q29.

Solution

Concept — Damage in Negligence: Actual damage caused by the breach is essential.

Explanation: Besides duty and breach, the plaintiff must prove that he **actually suffered damage caused by the breach**; without resulting damage, the action fails.

Why other options are wrong:

- The defendant's profit, good faith, or a written notice are not the third essential of negligence.

Final Answer: The plaintiff must prove damage caused by the breach ⇒

[Go Back to Q29](#)

Q30.

Solution

Concept — Contributory Negligence: The plaintiff's own carelessness can share the blame.

Explanation: Where the plaintiff's own want of care contributes, along with the defendant's negligence, to the harm, it is called **contributory negligence**, which can reduce the damages payable.

Why other options are wrong:

- An act of God and inevitable accident are separate defences; volenti non fit injuria is the defence of consent to a risk.

Final Answer: The plaintiff's shared carelessness is contributory negligence ⇒

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Q31.

Solution

Concept — Ejusdem Generis: General words take colour from specific ones.

Explanation: “Ejusdem generis” means that **general words following specific words are limited to the same class (genus)** as those specific words.

Why other options are wrong:

- The rule does not read words in isolation, does not let general words override specific ones, and has nothing to do with future operation.

Final Answer: General words are confined to the class of the specific words ⇒

[Go Back to Q31](#)

Q32.

Solution

Concept — Noscitur a Sociis: A word is known by its companions.

Explanation: “Noscitur a sociis” means the meaning of a doubtful word **is known from its accompanying or associated words** in the statute.

Why other options are wrong:

- It does not rely on the dictionary alone, does not demand the widest meaning, and is not decided later by the legislature.

Final Answer: A word is understood from its associated words ⇒

[Go Back to Q32](#)

Q33.

Solution

Concept — Mutatis Mutandis: Apply with the necessary changes.

Explanation: “Mutatis mutandis” means **with the necessary changes having been made**, so that a provision is applied to a new situation with suitable modifications.

Why other options are wrong:

- It is not “word for word”; “in the absence of one party” is ex parte; “beyond



the powers” is ultra vires.

Final Answer: It means with the necessary changes made ⇒

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

Q34.

Solution

Concept — In Camera: Some proceedings are held in private.

Explanation: A trial held “in camera” is conducted **in private, away from public view**, for example in sensitive matters, rather than in open court.

Why other options are wrong:

- It does not mean video evidence only, an open public hearing, or a purely written proceeding.

Final Answer: In camera means held in private ⇒

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

Q35.

Solution

Concept — Minor’s Agreement Void: A minor’s agreement is void from the start.

Explanation: In **Mohori Bibee v. Dharmodas Ghose** (1903), the Privy Council held that an agreement entered into by a minor is void ab initio.

Why other options are wrong:

- Balfour concerned intention to create legal relations; Lalman Shukla concerned knowledge of an offer; Hadley v. Baxendale dealt with remoteness of damages.

Final Answer: The case is Mohori Bibee v. Dharmodas Ghose ⇒

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



Q36.

Solution

Concept — Intention to Create Legal Relations: Domestic agreements usually lack it.

Explanation: In **Balfour v. Balfour** (1919), the court held that a domestic agreement between a husband and wife lacked the intention to create legal relations and so was not enforceable.

Why other options are wrong:

- Mohori Bibee concerned a minor's agreement; Lalman Shukla concerned acceptance with knowledge; Felthouse v. Bindley dealt with silence as acceptance.

Final Answer: The case is Balfour v. Balfour ⇒

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Q37.

Solution

Concept — Knowledge of the Offer: Acceptance needs knowledge of the offer.

Explanation: In **Lalman Shukla v. Gauri Dutt** (1913), it was held that there can be no valid acceptance of an offer unless the acceptor had knowledge of the offer when he acted.

Why other options are wrong:

- Balfour dealt with intention; Mohori Bibee with a minor's agreement; Powell v. Lee with communication of acceptance.

Final Answer: The case is Lalman Shukla v. Gauri Dutt ⇒

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Q38.

Solution

Concept — Qualifications for a Supreme Court Judge: The Constitution fixes the eligibility.

Explanation: A person is qualified to be a Judge of the Supreme Court if, among other things, he **has been a Judge of a High Court for at least five years** (or an advocate of a High Court for at least ten years, or a distinguished jurist).

Why other options are wrong:

- Being a Member of Parliament, a minimum age of 50, or service as a District Collector are not constitutional qualifications for the office.

Final Answer: Five years as a High Court Judge qualifies a person ⇒

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Q39.

Solution

Concept — Establishment of the Supreme Court: The Supreme Court came into being soon after the Constitution.

Explanation: The Supreme Court of India was established in **1950**; it was inaugurated on 28 January 1950, just two days after the Constitution of India came into force on 26 January 1950.

Why other options are wrong:

- 1947 was the year of Independence; 1949 was when the Constitution was adopted; 1952 saw the first general elections. None of these is the year the Supreme Court was established.

Final Answer: The Supreme Court of India was established in 1950 ⇒

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Q40.

Solution

Concept — Constitution Bench: Important questions are heard by a larger bench.

Explanation: A “Constitution Bench” of the Supreme Court consists of **five or more judges**, set up to decide substantial questions of law involving the interpretation of the Constitution.

Why other options are wrong:

- A single judge, two judges, or three judges form smaller benches, not a Constitution Bench.

Final Answer: A Constitution Bench has five or more judges ⇒

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

