

PU LLB Legal Aptitude

Sample Paper – 9

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: Every person has a right to defend his own body against an offence affecting the human body, and may cause harm to the assailant to the extent necessary to repel the attack. **Facts:** P is suddenly grabbed by the collar and punched by Q in a marketplace. To free himself and stop the beating, P strikes Q once on the arm, causing a bruise. Is P liable for hurting Q?

- (A) Yes, because P caused a bruise to Q.
- (B) Yes, because P should have called for the police instead.
- (C) No, because P caused harm only to defend his body against Q's attack.
- (D) No, because a single blow can never be an offence.



- Q2. Principle:** The right of private defence of the body extends to causing death only when there is a reasonable apprehension of death or grievous hurt; otherwise it extends only to causing harm short of death. **Facts:** A pickpocket P quietly tries to slip his hand into M's pocket to steal his wallet. Noticing it, M draws a knife and stabs P to death. Can M claim the right of private defence?
- (A) Yes, because P was committing theft against M.
 - (B) No, because there was no apprehension of death or grievous hurt, so causing death is not justified.
 - (C) Yes, because M caught P in the act.
 - (D) No, but only because P was unarmed.
- Q3. Principle:** A person has the right of private defence of property against an act of theft, and may use reasonable force to prevent the thief from taking the property away. **Facts:** T sees a stranger snatch his bag and run. T chases the snatcher, catches hold of him and pushes him to the ground to recover the bag, causing the snatcher minor scratches. Is T liable?
- (A) No, because T used reasonable force to defend his property against theft.
 - (B) Yes, because T caused scratches to the snatcher.
 - (C) Yes, because T should have let the bag go and informed the police.
 - (D) No, because a bag is too small to be worth defending.
- Q4. Principle:** Nothing is an offence done by a person who, by reason of a mistake of fact and not a mistake of law, in good faith believes himself to be bound or justified by law in doing it. **Facts:** A soldier, on duty and acting in good faith, fires upon a violent mob exactly as ordered by his commanding officer in accordance with the lawful commands he is bound to obey. A rioter is killed. Is the soldier guilty of an offence?
- (A) No, because he acted in good faith believing himself bound by law to obey the lawful command.



- (B) Yes, because he caused the death of a person.
- (C) Yes, because he should have refused to fire.
- (D) No, but only if the mob was armed.

Q5. Principle: A mistake of fact may excuse a person, but a mistake of law (ignorance of what the law forbids) is no excuse. **Facts:** B carries a banned firework into a city, honestly unaware that a recent law has prohibited it there, and is caught. B pleads that he did not know the law. Is B's plea a valid defence?

- (A) Yes, because B honestly did not know the law.
- (B) No, because ignorance of the law is no excuse.
- (C) Yes, because the law was passed only recently.
- (D) No, but only if the firework actually exploded.

Q6. Principle: Harm caused to a person above eighteen years who has freely consented to take the risk of that harm, in a lawful activity, is not an offence. **Facts:** Two adult friends, with full knowledge of the risks, agree to a friendly boxing bout wearing gloves. During the bout, one of them receives a bruise from a fair punch. Is the other liable for that injury?

- (A) Yes, because a bruise is an injury.
- (B) Yes, because boxing is dangerous.
- (C) No, because the injured friend had freely consented to the risk of harm.
- (D) No, because boxing is never an offence in any situation.

Q7. Principle: Where a person, deprived of self-control by grave and sudden provocation, causes the death of the person who provoked him, the offence is reduced from murder to culpable homicide not amounting to murder. **Facts:** M returns home to suddenly find G assaulting M's elderly mother. Losing self-control at that very moment, M strikes G with a stick, and G dies. With what is M most likely chargeable?



- (A) No offence at all, because M was upset.
- (B) Murder, because a death was caused.
- (C) No offence, because M did not plan it.
- (D) Culpable homicide not amounting to murder, due to grave and sudden provocation.

Q8. Principle: The benefit of grave and sudden provocation is not available where the accused himself voluntarily provoked the other person in order to use the response as an excuse for harming him. **Facts:** N deliberately abuses and slaps K, hoping K will hit back so that N can then “retaliate”. When K pushes N, N stabs K, who is badly hurt. Can N claim grave and sudden provocation?

- (A) Yes, because K pushed N.
- (B) Yes, because N lost his temper.
- (C) No, because a push is always grave provocation.
- (D) No, because N himself provoked K as an excuse to harm him.

Q9. Principle: There is no right of private defence against an act done, or attempted, by a public servant acting in good faith under the authority of law, even if the act is not strictly justifiable. **Facts:** A municipal officer, acting in good faith under a demolition order, begins to remove an illegal structure. The owner, W, attacks the officer with a rod to stop him, injuring him. Can W claim private defence?

- (A) Yes, because it was W’s structure.
- (B) No, because there is no private defence against a public servant acting in good faith under law.
- (C) Yes, because W was protecting his property.
- (D) No, but only if the demolition order was wrong.

Q10. Principle: The right of private defence is a right of defence and not of retaliation; it ends the moment the threat to the person ceases. **Facts:**



D fires a warning that drives away a burglar, who flees empty-handed down the street. D then runs after the fleeing burglar and shoots him in the back, seriously wounding him. Is D protected by the right of private defence?

- (A) Yes, because the man was a burglar.
- (B) Yes, because D had been frightened.
- (C) No, because the threat had ended and D acted in retaliation, not defence.
- (D) No, but only because D used a firearm.

Q11. The Directive Principles of State Policy are best described as:

- (A) non-justiciable guidelines to the State for making laws and policies
- (B) rights directly enforceable in a court of law
- (C) duties imposed on every citizen
- (D) powers given to the President

Q12. Which Article of the Constitution directs the State to provide equal justice and free legal aid to the poor?

- (A) Article 21
- (B) Article 14
- (C) Article 32
- (D) Article 39A

Q13. The directive that the State shall endeavour to secure a Uniform Civil Code for all citizens is contained in:

- (A) Article 40
- (B) Article 44
- (C) Article 48
- (D) Article 51



- Q14.** Which Directive Principle requires the State to protect and improve the environment and to safeguard forests and wildlife?
- (A) Article 39
 - (B) Article 43
 - (C) Article 48A
 - (D) Article 50
- Q15.** The directive that the State shall take steps to organise village panchayats as units of self-government reflects which category of Directive Principles?
- (A) liberal-intellectual principles
 - (B) principles borrowed from the Irish Constitution only
 - (C) principles relating to international peace
 - (D) Gandhian principles
- Q16.** Regarding the relationship between Fundamental Rights and Directive Principles, the settled position is that:
- (A) both should be read harmoniously, as together they form the conscience of the Constitution
 - (B) Directive Principles always override Fundamental Rights
 - (C) Fundamental Rights and Directive Principles have nothing to do with each other
 - (D) Directive Principles are directly enforceable like Fundamental Rights
- Q17.** A contract of indemnity is a contract by which one party promises to:
- (A) pay a debt of a third person on his default
 - (B) save the other from loss caused by the conduct of the promisor himself or of any other person
 - (C) keep goods as security for a loan



(D) perform an impossible act

Q18. In a contract of guarantee, the three parties involved are the:

- (A) buyer, seller and agent
- (B) bailor, bailee and finder
- (C) principal debtor, creditor and surety
- (D) plaintiff, defendant and witness

Q19. Unless the contract provides otherwise, the liability of the surety in a contract of guarantee is:

- (A) always greater than that of the principal debtor
- (B) completely independent of the principal debtor
- (C) only one-half of the principal debtor's liability
- (D) co-extensive with that of the principal debtor

Q20. A guarantee which extends to a series of transactions is called a:

- (A) continuing guarantee
- (B) specific guarantee
- (C) void guarantee
- (D) conditional indemnity

Q21. A surety is discharged from liability if the creditor and the principal debtor, without the surety's consent:

- (A) simply remind the debtor to pay
- (B) make any variation in the terms of the contract between them
- (C) ask the surety to confirm the guarantee
- (D) record the guarantee in writing

Q22. The offence of defamation is committed when a person:



- (A) dishonestly takes another's movable property
- (B) enters another's land without permission
- (C) makes or publishes an imputation harming another's reputation, intending or knowing it will harm it
- (D) breaks a promise made in a contract

Q23. Criminal breach of trust is committed where a person:

- (A) takes property by putting another in fear
- (B) makes a false document
- (C) finds lost goods on the road
- (D) being entrusted with property, dishonestly misappropriates or converts it to his own use

Q24. The essence of the offence of cheating is that a person:

- (A) by deceiving another, fraudulently induces him to deliver property or to do something he would not otherwise do
- (B) keeps another's goods as a pledge
- (C) negligently injures another on the road
- (D) refuses to perform a valid contract

Q25. X falsely publishes in a newspaper that Y, an honest trader, cheats all his customers, lowering Y's reputation. X has most likely committed:

- (A) theft
- (B) defamation
- (C) criminal breach of trust
- (D) kidnapping

Q26. The key feature that distinguishes criminal breach of trust from theft is that, in breach of trust:



- (A) the property is immovable
- (B) no dishonesty is needed
- (C) the property was first lawfully entrusted to the accused
- (D) the accused never touches the property

Q27. In the law of torts, liability for “nervous shock” refers to compensation for:

- (A) loss of profit in a business deal
- (B) damage to one’s land by flooding
- (C) a deliberate breach of contract
- (D) a recognisable psychiatric injury caused by the defendant’s wrongful act, without direct physical impact

Q28. The rule on “remoteness of damage” in tort decides:

- (A) how far down the chain of consequences a defendant is held responsible for the harm
- (B) who owns the disputed property
- (C) the amount of court fee payable
- (D) whether the plaintiff had given consent

Q29. The widely accepted test for deciding whether damage is too remote in tort is the test of:

- (A) directness of cause alone
- (B) reasonable foreseeability of the kind of damage
- (C) the plaintiff’s wealth
- (D) the defendant’s motive

Q30. “Novus actus interveniens” in the law of torts refers to:

- (A) a new statute passed by Parliament



- (B) a fresh contract between the parties
- (C) a new intervening act that breaks the chain of causation between the wrong and the damage
- (D) a new judge appointed to hear the case

Q31. The maxim “doli incapax” refers to a person who is:

- (A) liable to pay double damages
- (B) bound by a contract of guarantee
- (C) the rightful owner of found goods
- (D) incapable of committing a crime (such as a very young child)

Q32. A contract “uberrimae fidei” is one requiring:

- (A) the utmost good faith and full disclosure of material facts, as in an insurance contract
- (B) payment only in cash
- (C) the presence of two witnesses
- (D) registration before a magistrate

Q33. The legal maxim “ipso facto” means:

- (A) in the eyes of the law.
- (B) by the very fact or act itself.
- (C) for the public good.
- (D) beyond the powers conferred.

Q34. The maxim “pacta sunt servanda” means:

- (A) let the buyer beware
- (B) the thing speaks for itself
- (C) agreements must be kept (and honoured in good faith)
- (D) no one is a judge in his own cause



- Q35.** In which case did the Supreme Court strike down Section 497 of the IPC, decriminalising adultery?
- (A) Joseph Shine v. Union of India
 - (B) Sarla Mudgal v. Union of India
 - (C) Kihoto Hollohan v. Zachillhu
 - (D) Kesavananda Bharati v. State of Kerala
- Q36.** The validity of the anti-defection law under the Tenth Schedule of the Constitution was upheld in:
- (A) Joseph Shine v. Union of India
 - (B) Kihoto Hollohan v. Zachillhu
 - (C) Sarla Mudgal v. Union of India
 - (D) Maneka Gandhi v. Union of India
- Q37.** The question whether a Hindu husband can validly contract a second marriage by converting to Islam was decided in:
- (A) Kihoto Hollohan v. Zachillhu
 - (B) Joseph Shine v. Union of India
 - (C) Kesavananda Bharati v. State of Kerala
 - (D) Sarla Mudgal v. Union of India
- Q38.** Who was the first woman to become the Chief Justice of a High Court in India?
- (A) Fathima Beevi
 - (B) Anna Chandy
 - (C) Leila Seth
 - (D) Sujata Manohar
- Q39.** A “Gram Nyayalaya” is best described as a:



- (A) village-level court established to provide access to justice at the grass-roots
- (B) special bench of the Supreme Court
- (C) tribunal for company disputes
- (D) court that hears only appeals from High Courts

Q40. The highest court at the district level in India is the:

- (A) Gram Nyayalaya
- (B) District and Sessions Court
- (C) High Court
- (D) Supreme Court



Detailed Solutions

Q1.

Solution

Concept — Private Defence of Body: A person may use necessary force to defend his own body against an attack.

Step 1 — Apply the principle: Q grabbed and punched P, which is an offence affecting P's body, giving P the right of private defence.

Step 2 — Conclusion: A single blow to free himself and stop the beating is force within what was necessary, so P commits no offence.

Why other options are wrong:

- Option A: Merely causing a bruise is not an offence when it is in lawful private defence.
- Option B: The principle does not require P to first call the police during a sudden attack.
- Option D: It is not that "a single blow can never be an offence"; the defence rests on necessity, not the count of blows.

Final Answer: P acted in private defence of his body and is not liable ⇒

[Go Back to Q1](#)

Q2.

Solution

Concept — Proportionality in Private Defence: The right of private defence of the body extends to causing death only when there is a reasonable apprehension of death or grievous hurt; otherwise it extends only to harm short of death.

Step 1 — Apply the principle: P was merely a pickpocket quietly trying to take M's wallet, which raised no apprehension of death or grievous hurt to M.

Step 2 — Conclusion: Since there was no danger to life or of grievous hurt, M was not justified in causing death, so stabbing P to death cannot be claimed as private defence.

Why other options are wrong:

- Option A: A mere theft, without any apprehension of death or grievous hurt, does not justify causing death.



- Option C: Catching P in the act does not enlarge the right to the point of killing.
- Option D: The defence fails for want of proportionality, not merely because P happened to be unarmed.

Final Answer: There was no apprehension of death or grievous hurt, so causing death is not justified ⇒ **B**

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

Q3.

Solution

Concept — Private Defence of Property: Reasonable force may be used to prevent theft and recover property.

Step 1 — Apply the principle: The stranger snatched T's bag, which is theft, so T has the right of private defence of property.

Step 2 — Conclusion: Catching the snatcher and pushing him down to recover the bag, causing only minor scratches, is reasonable force, so T is not liable.

Why other options are wrong:

- Option B: Minor scratches caused while lawfully recovering property do not create liability.
- Option C: The principle does not require T to abandon his property and merely inform the police.
- Option D: The value or size of the bag is irrelevant to the right.

Final Answer: T used reasonable force to defend his property against theft ⇒ **A**

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

Q4.

Solution

Concept — Act Done by a Person Bound by Law: Nothing is an offence done by a person who, by reason of a mistake of fact in good faith, believes himself bound or justified by law in doing it.

Step 1 — Apply the principle: The soldier was on duty and fired on the mob in good faith, exactly as ordered by his commanding officer, under lawful commands he was bound to obey.



Step 2 — Conclusion: Acting in good faith and believing himself bound by law to obey the lawful command, the soldier commits no offence even though a rioter was killed.

Why other options are wrong:

- Option B: Merely causing death does not make the act an offence when it is done under a good-faith belief of being bound by law.
- Option C: He was bound to obey the lawful command, so he was not required to refuse to fire.
- Option D: The protection rests on the good-faith belief of being bound by law, not on whether the mob was armed.

Final Answer: He acted in good faith believing himself bound by law to obey the lawful command ⇒

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

Q5.

Solution

Concept — Mistake of Law: A mistake of fact may excuse, but ignorance of the law is no excuse.

Step 1 — Apply the principle: B's plea is that he did not know the firework was banned, which is a mistake of law, not of fact.

Step 2 — Conclusion: Since ignorance of the law is no excuse, B's plea is not a valid defence.

Why other options are wrong:

- Option A: Honest ignorance of the law still does not excuse under the principle.
- Option C: The law being recent does not change the rule that everyone is presumed to know the law.
- Option D: Liability does not depend on whether the firework exploded.

Final Answer: Ignorance of the law is no excuse, so B's plea fails ⇒

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



Q6.

Solution

Concept — Consent as a Defence: Harm to a consenting adult who freely accepts the risk in a lawful activity is not an offence.

Step 1 — Apply the principle: Both friends are adults who, knowing the risks, freely agreed to a gloved boxing bout.

Step 2 — Conclusion: A bruise from a fair punch is the very risk consented to, so the other friend is not liable.

Why other options are wrong:

- Options A and B: A bruise within the consented risk, in a sport known to be physical, does not create liability.
- Option D: The defence rests on free consent to the risk, not on a blanket rule that boxing is never an offence.

Final Answer: The injured friend freely consented to the risk, so the other is not liable ⇒ C

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

Q7.

Solution

Concept — Grave and Sudden Provocation: Such provocation reduces murder to culpable homicide not amounting to murder.

Step 1 — Apply the principle: Suddenly seeing his elderly mother being assaulted deprived M of self-control at that very moment, which is grave and sudden provocation.

Step 2 — Conclusion: Because the killing flowed from that provocation, the offence is reduced from murder to culpable homicide not amounting to murder.

Why other options are wrong:

- Options A and C: A death was caused, so it is not “no offence”; the provocation only reduces the grade of the offence.
- Option B: The very point of the principle is that grave and sudden provocation takes it out of murder.

Final Answer: M is chargeable with culpable homicide not amounting to murder ⇒ D



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

Q8.

Solution

Concept — Self-Sought Provocation: The plea fails where the accused himself provoked the other to create an excuse to harm him.

Step 1 — Apply the principle: N deliberately abused and slapped K, hoping K would react so N could “retaliate”.

Step 2 — Conclusion: Since N voluntarily provoked K as an excuse to harm him, N cannot claim grave and sudden provocation.

Why other options are wrong:

- Options A and B: K’s push and N’s temper do not help N, because N engineered the situation.
- Option C: A push is not “always” grave provocation, and in any case N sought it deliberately.

Final Answer: N himself provoked K as an excuse, so the plea fails ⇒

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

Q9.

Solution

Concept — No Private Defence Against Lawful Act: There is no private defence against a public servant acting in good faith under law.

Step 1 — Apply the principle: The municipal officer was acting in good faith under a demolition order, that is, under the authority of law.

Step 2 — Conclusion: W therefore had no right of private defence and cannot justify attacking the officer.

Why other options are wrong:

- Options A and C: Ownership of the structure does not create a right to attack a public servant acting in good faith under law.
- Option D: The principle protects the officer even if the act is not strictly justifiable, so long as he acted in good faith.

Final Answer: There is no private defence against a public servant acting in good



faith under law \Rightarrow B

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

Q10.

Solution

Concept — Defence, Not Retaliation: The right of private defence ends the moment the threat ceases.

Step 1 — Apply the principle: Once the burglar fled empty-handed down the street, the threat to D and his property had ended.

Step 2 — Conclusion: Shooting the fleeing man in the back was retaliation, not defence, so D is not protected.

Why other options are wrong:

- Options A and B: The man being a burglar or D's earlier fright does not revive a right that had already ended.
- Option D: The defence fails because the threat had ceased, not merely because a firearm was used.

Final Answer: The threat had ended and D acted in retaliation, so he is not protected \Rightarrow C

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

Q11.

Solution

Concept — Nature of DPSP: Directive Principles guide the State but are not enforceable in court.

Explanation: The Directive Principles of State Policy are **non-justiciable guidelines** to the State for making laws and policies aimed at social and economic justice.

Why other options are wrong:

- They are not directly enforceable rights, are not duties on citizens, and are not powers of the President.

Final Answer: DPSP are non-justiciable guidelines to the State \Rightarrow A



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

Q12.

Solution

Concept — Equal Justice and Free Legal Aid: A specific Directive Principle covers access to justice.

Explanation: Article 39A directs the State to secure equal justice and to provide free legal aid so that no citizen is denied justice for want of means.

Why other options are wrong:

- Article 21 protects life and liberty, Article 14 guarantees equality, and Article 32 provides the right to constitutional remedies; none is the free legal aid directive.

Final Answer: Free legal aid is directed by Article 39A ⇒ **D**

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

Q13.

Solution

Concept — Uniform Civil Code: One Directive Principle aims at a common civil law.

Explanation: Article 44 directs the State to endeavour to secure a Uniform Civil Code for all citizens throughout the territory of India.

Why other options are wrong:

- Article 40 deals with village panchayats, Article 48 with agriculture and animal husbandry, and Article 51 with international peace.

Final Answer: The Uniform Civil Code directive is in Article 44 ⇒ **B**

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



Q14.

Solution

Concept — Protection of Environment: A Directive Principle expressly safeguards the environment.

Explanation: Article 48A directs the State to protect and improve the environment and to safeguard the forests and wildlife of the country.

Why other options are wrong:

- Article 39 covers certain economic principles, Article 43 living wage, and Article 50 separation of judiciary from the executive.

Final Answer: Protection of the environment is directed by Article 48A ⇒ C

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

Q15.

Solution

Concept — Categories of DPSP: Directive Principles are grouped as Gandhian, socialistic and liberal-intellectual.

Explanation: Organising village panchayats as units of self-government (Article 40) reflects the **Gandhian** principles, which emphasise village-based, decentralised governance.

Why other options are wrong:

- Liberal-intellectual principles cover matters like a uniform civil code and separation of powers; the directive is not limited to the Irish Constitution or to international peace.

Final Answer: Organising village panchayats reflects Gandhian principles ⇒ D

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



Q16.

Solution

Concept — Fundamental Rights and DPSP: The two are complementary, not opposed.

Explanation: The settled position is that Fundamental Rights and Directive Principles should be **read harmoniously**; together they form the conscience of the Constitution, and courts try to balance both.

Why other options are wrong:

- DPSP do not always override Fundamental Rights, the two are closely related (not unconnected), and DPSP remain non-enforceable, unlike Fundamental Rights.

Final Answer: Fundamental Rights and DPSP are read harmoniously ⇒

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

Q17.

Solution

Concept — Contract of Indemnity: One party promises to save the other from loss.

Explanation: A contract of indemnity is one by which one party promises to **save the other from loss** caused to him by the conduct of the promisor himself or of any other person.

Why other options are wrong:

- Paying a third person's debt on default describes a guarantee, keeping goods as security describes pledge, and performing an impossible act is unrelated.

Final Answer: Indemnity is a promise to save another from loss ⇒

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



Q18.

Solution

Concept — Parties to a Guarantee: A guarantee involves three persons.

Explanation: In a contract of guarantee the three parties are the **principal debtor** (who owes the debt), the **creditor** (to whom it is owed), and the **surety** (who guarantees performance).

Why other options are wrong:

- Buyer-seller-agent, bailor-bailee-finder, and plaintiff-defendant-witness describe other relationships, not a guarantee.

Final Answer: The parties are the principal debtor, creditor and surety ⇒ **C**

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

Q19.

Solution

Concept — Surety's Liability: The surety stands in the debtor's shoes.

Explanation: Unless otherwise provided, the liability of the surety is **co-extensive** with that of the principal debtor, meaning it is the same in extent as the debtor's liability.

Why other options are wrong:

- It is not greater than, independent of, or half of the principal debtor's liability.

Final Answer: The surety's liability is co-extensive with the debtor's ⇒ **D**

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

Q20.

Solution

Concept — Continuing Guarantee: Some guarantees cover many transactions.

Explanation: A guarantee which extends to a **series of transactions** is called a continuing guarantee, as opposed to a guarantee for a single specific transaction.

Why other options are wrong:

- A specific guarantee covers one transaction, a void guarantee is unenforce-



able, and a conditional indemnity is a different concept.

Final Answer: A guarantee for a series of transactions is a continuing guarantee

⇒ A

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

Q21.

Solution

Concept — Discharge of Surety: A change in the bargain can free the surety.

Explanation: A surety is discharged if the creditor and the principal debtor, without the surety's consent, **make any variation in the terms** of their contract, because the surety guaranteed only the original bargain.

Why other options are wrong:

- Merely reminding the debtor, asking the surety to confirm, or putting the guarantee in writing does not discharge the surety.

Final Answer: A variation in the terms without the surety's consent discharges him ⇒ B

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

Q22.

Solution

Concept — Defamation: It protects a person's reputation.

Explanation: Defamation is committed when a person **makes or publishes an imputation** concerning another, intending or knowing it to harm that person's reputation.

Why other options are wrong:

- Dishonestly taking movable property is theft, entering another's land is trespass, and breaking a contractual promise is breach of contract.

Final Answer: Defamation is harming another's reputation by an imputation ⇒ C

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



Q23.

Solution

Concept — Criminal Breach of Trust: It begins with a lawful entrustment.

Explanation: Criminal breach of trust is committed where a person, being **entrusted with property**, dishonestly misappropriates it or converts it to his own use.

Why other options are wrong:

- Taking property by putting another in fear is extortion, making a false document is forgery, and finding lost goods is a different situation.

Final Answer: It is dishonest misappropriation of entrusted property ⇒

[Go Back to Q23](#)

Q24.

Solution

Concept — Cheating: It turns on deception inducing the victim to act.

Explanation: The essence of cheating is that a person, **by deceiving another**, fraudulently induces him to deliver property or to do (or omit) something he would not otherwise have done.

Why other options are wrong:

- Keeping goods as a pledge, negligently injuring someone, or refusing to perform a contract are not the offence of cheating.

Final Answer: Cheating is fraudulent inducement by deception ⇒

[Go Back to Q24](#)

Q25.

Solution

Concept — Defamation in Practice: A false public statement lowering reputation is defamation.

Explanation: By falsely publishing that an honest trader cheats his customers, X lowered Y's reputation in the eyes of others, which is **defamation**.

Why other options are wrong:



- No property was taken (so not theft or breach of trust) and Y was not seized or moved (so not kidnapping).

Final Answer: X has committed defamation ⇒

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

Q26.

Solution

Concept — Trust vs Theft: The starting point of possession differs.

Explanation: The key difference is that in criminal breach of trust the property was **first lawfully entrusted** to the accused, who then misappropriates it; in theft the property is taken without consent from the start.

Why other options are wrong:

- Breach of trust is not limited to immovable property, dishonesty is required, and the accused does deal with the property entrusted to him.

Final Answer: In breach of trust the property was first lawfully entrusted ⇒

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

Q27.

Solution

Concept — Nervous Shock: Tort law can compensate certain mental injuries.

Explanation: Liability for nervous shock covers a **recognisable psychiatric injury** caused by the defendant's wrongful act, even where there was no direct physical impact on the claimant.

Why other options are wrong:

- Loss of profit, flooding of land, and breach of contract are different heads of liability, not nervous shock.

Final Answer: Nervous shock is a recognisable psychiatric injury without physical impact ⇒

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



Q28.

Solution

Concept — Remoteness of Damage: The law limits how far liability stretches.

Explanation: The rule on remoteness of damage decides **how far down the chain of consequences** a defendant is held responsible, so that very remote or unforeseeable harm is not compensated.

Why other options are wrong:

- It does not decide ownership of property, court fees, or whether the plaintiff consented.

Final Answer: Remoteness fixes how far the defendant's responsibility extends ⇒

A

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

Q29.

Solution

Concept — Test of Remoteness: Foreseeability is the modern test.

Explanation: The widely accepted test is **reasonable foreseeability** of the kind of damage; a defendant is liable only for harm of a type that a reasonable person could have foreseen.

Why other options are wrong:

- Directness alone is the older, criticised test; the plaintiff's wealth and the defendant's motive are not the test of remoteness.

Final Answer: The test is reasonable foreseeability of the kind of damage ⇒ B

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



Q30.

Solution

Concept — Novus Actus Interveniens: A new act can break the causal chain.

Explanation: “Novus actus interveniens” means a **new intervening act** that breaks the chain of causation between the defendant’s wrong and the damage, so the defendant may not be liable for the later harm.

Why other options are wrong:

- It is not a new statute, a new contract, or a newly appointed judge.

Final Answer: It is a new intervening act breaking the chain of causation ⇒ C

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

Q31.

Solution

Concept — Doli Incapax: Some persons are presumed incapable of crime.

Explanation: “Doli incapax” describes a person **incapable of committing a crime**, such as a very young child who cannot form the guilty intent required for an offence.

Why other options are wrong:

- It has nothing to do with double damages, contracts of guarantee, or ownership of found goods.

Final Answer: Doli incapax means incapable of committing a crime ⇒ D

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

Q32.

Solution

Concept — Uberrimae Fidei: Some contracts demand total honesty.

Explanation: A contract “uberrimae fidei” requires the **utmost good faith** and full disclosure of all material facts; the classic example is a contract of insurance.

Why other options are wrong:

- It does not mean payment in cash, the presence of two witnesses, or regis-



tration before a magistrate.

Final Answer: Uberrimae fidei means utmost good faith and full disclosure ⇒ **A**

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

Q33.

Solution

Concept — Ipso facto: It points to a result that follows from the fact itself.

Explanation: “Ipso facto” means **by the very fact or act itself**; it describes a consequence that follows automatically from a fact, without needing any further step or proof.

Why other options are wrong:

- “In the eyes of the law” is in the eyes of law (in lege); “for the public good” is pro bono publico; “beyond the powers conferred” is ultra vires.

Final Answer: It means by the very fact or act itself ⇒ **B**

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

Q34.

Solution

Concept — Pacta Sunt Servanda: Promises in agreements must be honoured.

Explanation: “Pacta sunt servanda” means **agreements must be kept** and honoured in good faith; it is a foundational principle of contract and international law.

Why other options are wrong:

- “Let the buyer beware” is caveat emptor, “the thing speaks for itself” is res ipsa loquitur, and “no one a judge in his own cause” is nemo iudex in causa sua.

Final Answer: Pacta sunt servanda means agreements must be kept ⇒ **C**

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



Q35.

Solution

Concept — Adultery Decriminalised: A penal provision was struck down as unconstitutional.

Explanation: In **Joseph Shine v. Union of India** (2018), the Supreme Court struck down Section 497 of the IPC, decriminalising adultery as violative of equality and dignity.

Why other options are wrong:

- Sarla Mudgal dealt with second marriage after conversion, Kihoto Hollohan with anti-defection, and Kesavananda with basic structure.

Final Answer: Adultery was struck down in Joseph Shine v. Union of India ⇒

[Go Back to Q35](#)

Q36.

Solution

Concept — Anti-Defection Law: The Tenth Schedule was tested in court.

Explanation: In **Kihoto Hollohan v. Zachillhu** (1992), the Supreme Court upheld the validity of the anti-defection law under the Tenth Schedule, while making the Speaker's decision subject to judicial review.

Why other options are wrong:

- Joseph Shine concerned adultery, Sarla Mudgal concerned second marriage after conversion, and Maneka Gandhi concerned Article 21.

Final Answer: The anti-defection law was upheld in Kihoto Hollohan v. Zachillhu ⇒

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Q37.

Solution

Concept — Second Marriage After Conversion: Conversion cannot be misused to escape one marriage law.

Explanation: In **Sarla Mudgal v. Union of India** (1995), the Supreme Court held that a Hindu husband who converts to Islam cannot validly contract a second marriage while his first Hindu marriage subsists.

Why other options are wrong:

- Kihoto Hollohan dealt with anti-defection, Joseph Shine with adultery, and Kesavananda with basic structure.

Final Answer: The issue was decided in Sarla Mudgal v. Union of India ⇒

[Go Back to Q37](#)

Q38.

Solution

Concept — Women in the Judiciary: A notable first in Indian legal history.

Explanation: **Leila Seth** was the first woman to become the Chief Justice of a High Court in India (the Himachal Pradesh High Court).

Why other options are wrong:

- Fathima Beevi was the first woman judge of the Supreme Court, Anna Chandy the first woman High Court judge, and Sujata Manohar another notable judge, but not the first woman Chief Justice of a High Court.

Final Answer: The first woman Chief Justice of a High Court was Leila Seth ⇒

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Q39.

Solution

Concept — Gram Nyayalaya: Justice is brought close to the village.

Explanation: A Gram Nyayalaya is a **village-level court** set up under the Gram Nyayalayas Act, 2008 to provide speedy and affordable access to justice at the grassroots.

Why other options are wrong:

- It is not a bench of the Supreme Court, not a company-dispute tribunal, and not a court hearing appeals from High Courts.

Final Answer: A Gram Nyayalaya is a village-level court ⇒

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Q40.

Solution

Concept — District Judiciary: The district has its own apex court.

Explanation: The **District and Sessions Court** is the highest court at the district level, exercising both civil (district) and criminal (sessions) jurisdiction.

Why other options are wrong:

- A Gram Nyayalaya is below it, while the High Court and Supreme Court sit above the district level.

Final Answer: The highest court at the district level is the District and Sessions Court ⇒

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Answer Key

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

