

Legal Aptitude Sample Paper: 01

This section consists of fifty (50) questions. Follow the instructions carefully and answer the questions.

Question numbers 1-35 consists of legal proposition(s)/ principle(s) (hereinafter referred to as 'principle') and facts. Such principles may or may not be true in the real and legal sense, yet you have to conclusively assume them to be true for the purposes of this Section. In other words, in answering these questions, you must not rely on any principle except the principles those are given herein below for every question. Further, you must not assume any facts other than those stated in the question. The objective of this section is to test your interest towards study of law, research aptitude and problem solving ability, even if the 'most reasonable conclusion' arrived at may be absurd or unacceptable for any other reason. It is not the objective of this section to test your knowledge of law.

Therefore, to answer a question, principle is to be applied to the given facts and to choose the most appropriate option.

Q 1. Principle: The concept of natural justice is against bias and for the right to a fair hearing. While the term natural justice is often retained as a general concept, and it has largely been replaced and extended by the general 'duty to act fairly'.

Fact: 'X', a male employee of a company was dismissed by the employer just on the basis of a complaint by 'Y', a female employee of the company that 'X' was trying to be too friendly with her and often requested her to accompany him to the canteen.

Is the dismissal of 'X' valid?

Ans

1. No, because in the modern times this type of behaviour is common

2. No, because the employer did not give a chance to 'X' to explain his side, thereby violated the principles of natural justice.

3. Yes, moral law is antique and therefore, not applicable in modern times, therefore the termination is valid and no violations of the principles of natural justice occurred

4. Yes, because men are not supposed to behave improperly with women and hence there is no violation of any principles of law

Q 2. Principle: Ownership in property consists of right to possess, right to use, right to alienate and right to exclude others. Sale is complete when property gets transferred from the seller to the buyer on sale.

Facts: 'A' sold his car to 'B'. After this, 'B' requested 'A' to keep the car in his care on behalf 'B' for one month. 'A' agreed.

Ans

1. Sale of car is not complete
2. Sale will be completed when 'B' will take the delivery of the car.
3. Sale of car is complete.
4. Sale will be automatically completed after the expiry of one month

Q 3. Principle: Every agreement, by which any party is restricted absolutely from enforcing his right in respect of any contract, by the usual legal proceedings in the ordinary Tribunals, is void to that extent. The law also provides that nobody can confer jurisdiction to a civil court by an agreement between parties.

Facts: A and B entered into a valid contract for rendering certain service. A clause in the contract was that in case of any dispute arose out of the contract; it shall be referred to for Arbitration only. Is the contract valid?

Ans

1. Arbitration is also a valid dispute settlement machinery recognized by law and hence the entire contract is valid.

2. The parties were trying to confer jurisdiction to some authority to decide a dispute and hence the clause would be invalid.

3. Arbitrator cannot be termed as an ordinary Tribunal. Hence, the agreement is void and would be unenforceable.

4. The contract is valid but the clause regarding Arbitration is void.

Q 4. Principle: It is a case of fraud where a party to a contract knows or believes a fact to be true, but conceals it actively from the other party with a view to induce that person to enter into the contract.

Facts: While taking a life insurance policy, in reply to questions by the insurance company during the inquiry into his proposal, Zameer deliberately concealed the fact of his medical treatment for a serious ailment, which he had undergone only a few weeks ago.

Ans

1. The act of Zameer did not amount to fraud, as disclosing the fact would have resulted in exposure of his privacy.

2. The act of Zameer amounted to innocent misrepresentation

3. The act of Zameer did not amount to any misrepresentation.

4. The concealment of fact by Zameer amounted to fraud.

Q 5. Principle: Contract is a written or spoken agreement, with specific terms between two or more persons or entities in which there is a promise to do something in return for a valuable benefit known as consideration. Such an agreement is intended to be enforceable by law. A unilateral contract is one in which there is a promise to pay or give other consideration in return for actual performance.

Facts: A Toilet Soap Manufacturing Company in India in order to promote the sale of their product, published an advertisement in all the Newspapers on January 1, 2017 that the Company has kept a model ignition key of an Audi A3 Car. The advertisement also stated that whoever gets the said key before December 31, 2017 from a soap bar will be gifted with the Audi A3 Car. Mr. Martin, a foreigner who came to India as a Tourist who was staying in a Hotel found a Key similar to same Car Ignition Key. Mr. Martin brought this matter to the notice of the Hotel Manager. The Manager informed Mr. Martin about the Company's advertisement on January 1, 2017. Mr. Martin wants to claim the Car. Will he succeed?

Ans

1. No. The Soap Company has not entered into a contract with Mr. Martin as he was not in India on January 1, 2017 when the advertisement was published.
2. No. Actual intention of the Company was to promote the sale of the Soap.
3. The Hotel Manager who could legally claim the Car as he was the one actually purchased the soap for the use in the Hotel.
4. Mr. Martin obtained the Key before the stipulated date from the Soap Bar. So he is covered by the offer of the Soap Company and can claim the car.

Q 6. Principle: When a person who has made a promise to another person to do something does not fulfill his promise, the other person becomes entitled to receive, from the person who did not fulfill his promise, compensation in the form of money.

Facts: 'X' made a promise to 'Y' to repair his car engine. 'Y' made the payment for repair. After the repair, 'Y' went for a drive in the same car. While driving the car, 'Y' met with an accident due to bursting of a tyre.

Ans

1. 'Y' will be entitled to receive compensation from 'X' in the form of money.

2. 'X' will not be entitled to receive compensation.
3. 'X' will be entitled to receive compensation from 'Y' in the form of money.
4. 'Y' will not be entitled to receive compensation from 'X'.

Q 7. Principle: In criminal law, misappropriation is the intentional, illegal use of the property or funds of another person for one's own use or other unauthorized purpose, particularly by a public official, a trustee of a trust, an executor or administrator of a dead person's estate or by any person with a responsibility to care for and protect another's assets. Embezzlement is misappropriation when the funds involved have been lawfully entrusted to the embezzler. On the contrary, theft is the illegal taking of another person's property or services without that person's permission or consent with the intent to deprive the rightful owner of it.

Facts: A went for swimming at the Municipal Swimming Pool. A handed over all his valuables, including some cash to X, the guard on duty for safe custody, as notified by the Municipality. After swimming for an hour, A came out and searched for X. He found another guard on duty and that guard informed A that X had gone home after completing his shift and did not hand over anything to be given to A. A registered a complaint with the police. X was traced but he told the police that he sold all the valuables and the entire cash was used for drinking liquor. What offence, if any, was/were committed by X?

Ans

1. X is not guilty of criminal misappropriation as he did not make any personal gain out of those items with him.
2. X is liable for criminal misappropriation and embezzlement.
3. X is liable for theft as he took A's property without X's permission.
4. If at all X is liable, it is for criminal misappropriation only.

Q 8. Principle: Under the Employees Compensation Act, 1923, an employer is liable to pay compensation to his workmen for injuries sustained by them by an accident arising out of and in the course of employment.

Facts: M, the Manager of SRK Industries asked his secretary S to submit a report at the Government Labour Office. 'S' submitted the report as directed. On his way back S met one of his class mates. He then decided to have a cup of tea together on a way side restaurant. Sometime later, 'S' got a message from his office to report back as it was long time since he left the office. 'S' rushed back on his Motor Cycle. On his way back a Truck which was coming from a side road hit 'S'. He was admitted in a nearby hospital with multiple injuries. He claims compensation under the Employees Compensation Act from his employer.

Ans

1. The Employer is not liable as the truck driver was negligent.
2. The Employer is liable as S had to rush back to the office, because of the message from the office.
3. The Employer is liable to pay compensation as the accident took place arising out of and in the course of employment.
4. The Employer is not liable as he was admitted in a private hospital and not a Government Hospital.

Q 9. Principle: If a party to a contract agrees to it under undue influence of any other party then the party under the undue influence may refuse to perform in accordance with the agreement.

Facts: A, a rich youngster became a member of a religious group and soon he was appointed by P the head of the group as his personal secretary. As per the rules of the group, all officials and staff of the group were supposed to stay in the group's official

premises itself. Some days later, A was asked by P to execute a Gift deed in favour of P, in which it was mentioned that all immovable properties in his name are being gifted to P. A was unwilling to execute the deed, but he was forcefully restrained by P and his body guards in P's office and made A sign the gift deed. Soon after this A left the group and refused to hand over the property as agreed to in the gift deed. Is A's action valid?

Ans

1. A executed the deed, under compulsion and undue influence, and was right in withdrawing from the contract.
2. It is illegal for religious groups acquire property from its members.
3. As the gift deed was executed by A, he cannot refuse.
4. As Gift is also a contract, the consent of A was not obtained by P while executing the deed.

Q 10. Principle: Penal laws provide that whoever voluntarily has carnal intercourse against the order of nature with any man or woman, shall be punished for rape.

Facts: A Police Officer found a man engaged in carnal intercourse with an animal. The Police Officer arrested the man and produced him before the Court.

Ans

1. Court will punish the police officer.
2. Court will not punish the man for rape.
3. Court will punish the man for rape.
4. Court will not punish the police officer.

Q 11. Principle: According to law, a person who find goods belonging to another and takes them into his custody, is subject to the same responsibility as a bailee. Bailee is a person or party to whom goods are delivered for a purpose, such as custody or repair, without transfer of ownership. The finder of the goods legally can sell the goods found

by him under certain circumstances including the situation that the owner refuses to pay the lawful charges of the finder.

Facts: P, a college student, while coming out of a Cricket stadium found a necklace, studded with apparently precious diamonds. P kept it for two days thinking that the owner would notify it in a local newspaper. Since he did not notice any such notification, P published a small classified advertisement in a local newspaper. In two days' time, P was contacted by a film actor claiming that it was her Necklace and requested P to return it to her. P told her that she should compensate him for the advertisement charges then only he would return it otherwise he will sell it and make good his expenses. The film star told P that she had advertised in a national newspaper about her lost Necklace which was lost somewhere in the Cricket Stadium. The advertisement was published for three consecutive days incurring a large expenditure for her. Mentioning all this she refuses to pay P and claims the Necklace back. Which among the following is the most appropriate answer to this?

Ans

1. P was requesting the film star for the actual expenditure incurred by him before returning the Necklace. This request is legally sustainable.
2. The film star was right in refusing P, as she did not offer any reward for anyone who would return the Necklace.
3. As it was wrong on the part of P to bargain over a property belonging to a celebrity and he should have accepted some gift which might have been given by the film star and returned the Necklace instead of threatening her that he would sell it.
4. As the film star had notified in the newspaper, P ought to have read it and contacted her instead of publishing another notification. So he cannot claim any

compensation.

Q 12. Principle: A violation of a legal right of someone, whether results in a legal injury or not, gives rise to an action in tort for compensation. At the same time, an action by someone, which results in some loss or damage to somebody else is not actionable, if there is no violation of a right of that somebody.

Facts: AB Coaching Centre was a popular CLAT coaching academy with several good trainers. A lot of aspirants used to attend its coaching classes from all over and was making good profit. This was going on for the past several years. During a session, T, one of the very good and popular trainers of ABCC, had some difference of opinion with the owner of ABCC and left the coaching centre. In August 2016, T started another Entrance Coaching Centre closer to ABCC which resulted in a substantial drop in its students and huge financial loss. The owner of ABCC wants to file a case against T for the loss sustained by ABCC. What do you think is the right legal position?

Ans

1. T has not violated any of ABCC's legal right though they sustained some financial loss, and not legally bound to compensate ABCC.
2. T will be liable to compensate the loss to ABCC.
3. T started the new coaching centre near ABCC intentionally, and shall be liable to compensate the loss of ABCC.
4. 'T' should have consulted ABCC before starting his coaching centre.

Q 13. Principle: An offer made by one party when accepted by another makes it a contract.

Transactions:

1. P offered to sell his house for Rs. 20 lakhs to R; R told P that he was interested to buy a house for 15 lakhs only.

2. C was looking for a house for not more than 25 lakhs; P informed C that his house was available for 20 lakhs.

3. K wanted to buy some old furniture; L told K that he would sell his furniture for Rs. 10, 000.

4. R advertised to sell his old car for a price of Rs. Three lakhs; S found the advertisement and offered to buy it for Rs. 2 lakhs 50 thousand; R agrees to sell it to S.

Which among the above is actually a contract?

Ans

1. Situations 1 and 2 are contracts

2. Situation 4 only is a contract

3. Situation 3 only is a contract

4. Situations 2 and 4 are contracts

Q 14. Principle: Every agreement, of which the object or consideration is opposed to public policy, is void. An agreement which has the tendency to injure public interest or public welfare is one against public policy. What constitutes an injury to public interest or public welfare would depend upon the times and the circumstances.

Facts: 'A' promises to obtain for 'B' an employment in the public service, and 'B' promises to pay rupees 5,00,000/- to 'A'.

Ans

1. The agreement is void, as the object and consideration for it is opposed to public policy.

2. The agreement is void because rupees 5,00,000/- is excessive.

3. The agreement is valid, as it is with consideration for public service.

4. The agreement is valid, as it is a contract between two parties with their free

consent.

Q 15. Principle: According to the law of trade unions in India, no suit or other legal proceeding shall be maintainable in any civil court against any registered trade union or any officer or member thereof in respect of any act done in contemplation or in furtherance of a trade dispute.

Facts: Soloman, the Secretary of a registered Trade Union took a loan from a Bank for the higher education of his daughter. Soon after completing the course she was married to an NRI Engineer. Solomon did not repay the loan. The Bank demanded the payments from Soloman and warned him that the Bank will take suitable legal action against him.

Identify the legal position in this regard.

Ans

1. The Bank can file a suit for recovery of the loan amount against Soloman as he took the loan for a personal purpose and in such case no immunity will work.

2. The Bank can recover the loan amount from the Trade Union as Soloman is the Secretary of the Union.

3. The Bank cannot initiate any action against Soloman as he is the Secretary of a Registered Trade Union.

4. As Soloman did not use the loan amount for his use and hence, no action can be initiated against him.

Q 16. Principle: When a person makes such a statement which lowers other person's reputation in the estimation of other persons, is liable for committing defamation.

Facts: 'A' writes a letter to 'B' in which he uses abusive language against 'B' and also states that 'B' is a dishonest person. 'A' put the letter in a sealed envelope and delivered it to 'B'.

Ans

1. 'A' has committed defamation
2. 'A' has committed a moral wrong
3. 'A' has not committed moral wrong
4. 'A' has not committed defamation

Q 17. Principle: Nothing is an offence which is done in the exercise of the right of private defence.

Facts: 'A', under the influence of madness, attempts to kill 'B'. 'B' to save his life kills 'A'.

Ans

1. 'B' has not committed any offence.
2. 'B' has committed an offence.
3. 'A' has not committed an offence because he was mad.
4. 'A' has committed the offence of attempt to murder.

Q 18. Principle: An agreement, the terms of which are not certain, or capable of being made certain, is void.

Facts: Sunder agreed to take Bhola's penthouse on rent for three years at the rate of rupees 12, 00, 000/- per annum provided the house was put to thorough repairs and the living rooms were decorated according to contemporary style.

Ans

1. There is a valid contract because there is an offer from Sunder and acceptance from Bhola
2. There is a valid contract because all the terms of contract are certain and not vague as the rent is fixed by both of them and the term 'present style' only can be interpreted to mean the latest style.
3. There is no valid contract because it has vague and uncertain terms, as the term

'present style' may mean one thing to Sunder and another to Bhola.

4. It is voidable contract at the option of Bhola.

Q 19. Principle: A master shall be liable for the fraudulent acts of his servants committed in the course of employment. However, the master and third parties must exercise reasonable care in this regard.

Facts: Rahul was a door to door salesman with United Manufacturing Company (the Company). The Company was manufacturing Water Purifiers. Rahul, along with the Company's products, used to carry Water Purifiers manufactured by his Cousin in a local Industrial Estate. He used to sell the local product at a lower rate giving the impression to the buyers that he is offering a discount on the Company's product. The Company Management detected the fraudulent activity of Rahul and dismissed him from service. Rahul still continued to carry on with his activity of selling the local product pretending that he was still a salesman of the Company. Several customers got cheated in this process. The fraud was noticed by the Company when the customers began to complain about the product. The customers demanded the Company to compensate their loss.

Ans

1. The Company is liable to the customers who purchased the local product from Rahul only till he remained as a salesman of the Company.
2. The Company is not liable as Rahul was dismissed by the Company.
3. The Company is liable to compensate all the customers as it did not inform the public about Rahul's fraudulent conduct and the subsequent dismissal.
4. The liability rests with the local manufacturer as it was a defective product.

Q 20. Principle: According to law, a person is deemed to have attained the age of majority when he completes the age of 18 years, except in the case of a person where a

guardian of a minor's person or property has been appointed under the Guardians and Wards Act, 1890 or where the superintendence of a minor's property is assumed by a Court of Wards. Indian law expressly forbids a minor from entering into a contract. Hence, any contract entered into by a minor is void-ab-initio regardless of whether the other party was aware of his minority or not. Further, though a minor is not competent to contract, nothing in the Contract Act prevents him from making the other party bound to the minor.

Facts: Lal executed a promissory note in favour of Gurudutt, aged 16 years stating that he would pay Gurudutt a sum of Rs. 2 Lakhs when he attains the age of majority. On attaining the age of 18, Gurudutt demanded the amount from Lal, who refused to pay. Gurudutt wants to take legal action against Lal. Identify the most appropriate legal position from the following:

Ans

1. A promissory note duly executed in favour of a minor is not void and can be sued upon by him, because he though incompetent to contract, may yet accept a benefit.
2. Gurudutt should not have entered into a contract with Lal when he was a minor.
3. Lal was not aware of the fact that Gurudutt was a minor.
4. Lal argues that as per the Guardians and Wards Act, 1890, Gurudutt can claim the money only after he attains the age of 21.

Q 21. Principle: Section 34 of Indian Penal Code provides that 'When a criminal act is done by several persons in furtherance of the common intention of all, each of such persons is liable for that act in the same manner as if it were done by him alone.'

Facts: Three vagabonds, Sanju, Dilbag and Sushil decided to commit burglary. In the night, Sushil opened the lock and they broke into a rich man's house when the entire

family was on a pilgrimage. Sanju had gone to that house earlier in connection with some cleaning job. There was only a servant lady in the house. Hearing some sounds from the master bed room, the servant switched on the lights and went up to the room from where she heard the sound. Noticing that the servant was going to cry for help, Sanju grabbed her and covered her mouth with his hands and dragged her into the nearby room. The other two were collecting whatever they could from the room. When they were ready to go out of the house, they looked for Sanju and found him committing rape on the servant. They all left the house and the servant reported the matter to the police and identified Sanju. Subsequently, all three were arrested in connection with the offences of house breaking, burglary and rape. Identify the legal liability of the three.

Ans

1. All three are liable for all the offences as there was common intention to commit the crimes.
2. Sanju will be liable only for housebreaking and rape as he did not participate in the burglary.
3. Only Sanju will be liable for rape as he was the one who actually committed the offence.
4. Only Dilbag and Sushil are liable for burglary in looting the house, and all three will be liable for housebreaking and rape as they did not stop Sanju from committing the offence and hence were accomplice to the offence.

Q 22. Principle: Assault is causing bodily injury to another person by use of physical force.

Facts: Rustum while entering into compartment of a train raised his fist in anger towards a person Sheetal, just in front of him in the row, to get way to enter into the train first, but did not hit him. Rustum has:

Ans

1. committed an assault on Sheetal
2. insulted Sheetal
3. not committed an assault on Sheetal
4. Rightly showed his anger

Q 23. Principle: According to Sec. 2 of the Industrial Disputes Act, 1947, 'Industrial dispute means any dispute or difference between employers and employees or between employers and workmen or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour of any person'.

Facts: The employees of DK Enterprises met the management and requested half a day leave to allow them to celebrate a lunar eclipse, which was going to happen two days later. The management refused the request. Does this situation amount to an 'industrial dispute'?

Ans

1. Yes, because there is some difference of opinion it would be an industrial dispute.
2. No as declaring holidays is a prerogative of the employer. So no industrial dispute.
3. No as Lunar eclipse is unconnected with employment.
4. As the difference of opinion between the employees and employer is on declaration of holiday it amounts to an issue connected with employment or with the terms of employment and hence, an industrial dispute.

Q 24. Principle: When a person falsifies something with the intent to deceive another person or entity is forgery and is a criminal act. Changing or adding the signature on a document, deleting it, using or possessing the false writing is also considered forgery. In

the case of writing/painting to fall under the definition, the material included must have been fabricated or altered significantly in order to represent something it is actually not.

Facts: David made a living traveling from city to city, selling paintings that he claimed were done by great artists. Since the artists' signatures were in place, many people fell for them and purchased the paintings. One of these artists saw three of his alleged paintings in a City gallery containing his name. He knew these were not his works and he complained to the police. Police traced David and initiated legal proceedings. Is David guilty of any offence?

Ans

1. David is guilty of forgery as the addition of the signature was with an intention to make people believe that those were the paintings of the great artists.
2. There is no point in taking legal action against David as the signature has not done any alteration to the art work.
3. Those who buy the art pieces from David ought to have been careful in checking it and ensuring that they were originals before purchasing it.
4. David is not guilty of any offence as he was selling the art pieces for his living.

Q 25. Principle: The Constitution of India guarantees certain fundamental rights to its citizens. The Constitution also provides that these rights cannot be taken away by state even by a law. For violation of this, the person adversely affected by the law may approach the High Court or the Supreme Court for the issuance of an appropriate writ.

One of these rights includes the freedom to form association that implies the right to join an association or not to join such an association.

Facts: Owing to some industrial disturbances created by XATU, one of the several trade unions in AB Chemicals (Pvt) Ltd., the Company issued a circular to all its employees that as far as possible the employees may disassociate with XATU. Navin is an

employee of AB Chemicals and the current General Secretary of XATU. Aggrieved by this circular, which affected the fundamental rights of his and other members of the Union, approaches the High Court of the state for a relief. Identify the most reasonable legal proposition.

Ans

1. The Company's circular is illegal and has to be quashed by the Court.
2. The prohibition against any imposition of restriction against a fundamental right is not applicable to anybody other than the state and hence Navin will not get any relief from the High Court.
3. Circular issued by a Company amounts to law in the constitutional sense and hence the High Court can issue a writ as pleaded for by Navin.
4. The circular interferes with the freedom guaranteed by the Constitution and hence the High Court can issue an appropriate writ.

Q 26. Principle: When a person interferes with peaceful possession of another person without the permission of the person in possession of those premises, commits trespass to land.

Facts: 'T' just walked over the land of 'P' to reach his house as it was a short cut. 'P' had displayed a notice that it is not a thoroughfare. 'P' did not cause any damage to the land.

Ans

1. 'T' has violated privacy of 'P'
2. 'T' has not committed any trespass on the land of 'P'.
3. 'T' has committed trespass to land
4. 'T' has created nuisance for 'P'

Q 27. Principle: A contract would be invalid and unlawful, if the contract is for an immoral or illegal purpose.

Facts: P, was a young and helpless widow, living on the pavement. R, a neighbour gave her a house, registered in her name, on the condition that she should allow R to keep his smuggled goods and drugs in her house. After the registration was done, according to the condition in the contract, R's agents went to keep some packets in her house, she refused. R told her the condition under which the house was given to her. She still refused. Is P justified in her action?

Ans

1. P is not justified as she did not have the right to deny R's request.
2. As R was making the contract for illegal activities, P's stand is valid in law.
3. R can take back the house by cancelling the transfer deed.
4. P is right as she did not like smuggled goods to be kept in her house.

Q 28. Principle: When a person falsifies something with the intent to deceive another person or entity is forgery and is a criminal act. Changing or adding the signature on a document, deleting it, using or possessing the false writing is also considered forgery. In the case of writing to fall under the definition, the material included must have been fabricated or altered significantly in order to represent something it is actually not.

Facts: John was a publisher of ancient books and papers. In one of his books on the World Wars, he gave photograph of some letters written by famous historic personalities. A researcher in history noted that in the pictures of some of the letters printed in the book, John had added some words or sentences in his own handwriting to give completeness to the sentences, so that the readers will get a clear picture of the writer's intention. The researcher challenges the originality of those pictures and claims that the book containing the forged letters should be banned. Examine the validity of the researcher's demand.

Ans

1. The additions in the letters were made by the publisher in his own handwriting would have made material alteration to the original meaning and hence amounted to forgery.
2. Allowing forged publications to be circulated among the public is as good as committing fraud on the public, so the publication should be banned.
3. As forgery amounts to adding or deleting anything from an original document, the demand of the researcher is valid.
4. The additions were made to give clarity to the original document and did not in any sense change the contents of the documents and hence there is no forgery as alleged by the researcher.

Q 29. Principle: Whoever takes away with him any minor less than sixteen years of age if a male, or less than eighteen years of age if a female, out of the custody of parents of such minor without the consent of such parents, is said to commit no offence.

Facts: 'A', a man, took away a girl below sixteen years to Mumbai without informing the parents of the girl.

Ans

1. 'A' committed no offence against the parents of the girl.
2. 'A' committed no offence against the girl as well as her parents.
3. 'A' committed an offence against the girl as well as her parents
4. 'A' committed an offence against the girl.

Q 30. Principle: Acceptance of a proposal must be absolute and unqualified.

Facts: 'A' made a proposal to sell his motorcycle to 'B' for rupees 25,000/-. 'B' agreed to buy it for rupees 24,000/-. 'A' sold his motorcycle to 'C' for 26,000/- the next day. 'B' sues 'A' for damages.

Ans

1. 'B' will get damages from 'A'
2. 'B' will get the difference of rupees 1,000/- only
3. 'B' can proceed against 'C'
4. 'B' will not get any damages from 'A'

Q 31. Principle: A person is said to do a thing fraudulently, if he does that thing with intent to defraud, but not otherwise.

Facts: 'A' occasionally hands over his ATM card to 'B' to withdraw money for 'A'. On one occasion 'B' without the knowledge of 'A', uses 'A's ATM card to find out the balance in 'A's account, but does not withdraw any money.

Ans

1. 'B' has not committed the act fraudulently
2. 'B' has committed the act fraudulently
3. 'B' has committed breach of faith
4. 'B' has committed misappropriation

Q 32. Principle: Where one of the parties to a contract was in a position to dominate the decision of the other party, the contract is enforceable only at the option of the party who was in a position to dominate the decision of the other party.

Facts: A doctor asked his patient to make a payment of rupees Ten Lakh for treatment of his fever. The patient paid an amount of rupees Five Lakh and promised to pay the remaining amount after the treatment. After treatment the patient recovered from fever.

The doctor demanded the remaining amount from the patient. The patient refused to pay.

Ans

1. The contract is not enforceable without the consent of the patient.
2. The contract is not enforceable as doctor was in dominating position.
3. The contract is enforceable against the doctor.

4. The contract is enforceable against the patient by the doctor.

Q 33. Principle: Negligence is actionable in law. In simple terms, negligence is the failure to take proper care over something.

Facts: A, a doctor, conducted a hysterectomy sincerely on B and left a small cotton swab inside the abdomen. As a consequence of which B developed some medical problems and had to undergo another surgery. Is A liable?

Ans

1. A is not liable as he did not foresee any consequences at the time of surgery.
2. A is liable for the negligence as he failed to take proper care during the surgery.
3. Liability for negligence does not arise here as A performed the operation sincerely
4. As only a small swab was left in the abdomen, there was no negligence.

Q 34. Principle: When a person consented to an act to be done by another, he cannot claim any damages resulting from doing that act, provided the act done is the same for which consent is given.

Facts: 'P' submitted a written consent to a surgeon 'S' for undergoing a surgical operation for removal of appendicitis. The surgeon while doing surgery also removed the gall bladder of 'A':

Ans

1. 'P' can claim damages from 'S'
2. 'P' is required to pay expenses for surgery for Appendicitis but not for Gall

Bladder

3. 'P' cannot claim damages from 'S'
4. 'P' is not bound to pay expenses of the surgery

Q 35. Principle: There are legal provisions to give authority to a person to use necessary force against an assailant or wrong-doer for the purpose of protecting one's own body

and property as also another's body and property when immediate aid from the state machinery is not readily available; and in so doing he is not answerable in law for his deeds.

Facts: X, a rich man was taking his morning walk. Due to the threat of robbers in the locality, he was carrying his pistol also. From the opposite direction, another person was coming with a ferocious looking dog. All of a sudden, the dog which was on a chain held by the owner, started barking at X. The owner of the dog called the dog to be calm. They crossed each other without any problem. But suddenly, the dog started barking again from a distance. X immediately took out his pistol. By seeing the pistol the dog stopped barking and started walking with the owner. However, X shot at the dog which died instantly. The owner of the dog files a complaint against X, which in due course reached the Magistrate Court. X pleads the right of private defence. Decide.

Ans

1. Shooting a fierce dog is not to be brought under the criminal law. So the case should be dismissed.
2. There was no imminent danger to X as the dog stopped barking and was walking with the owner. Hence, shooting it amounted to excessive use of the right of private defence and hence liable for killing the dog.
3. The right of private defence is available to persons against assailants or wrongdoers only and a dog does not fall in this category.
4. As there was no guarantee that the dog would not bark again, shooting it was a precautionary measure and hence within the right available to X under law.

Direction for questions 36 – 50: Legal phrases are followed by four meanings. Choose the most appropriate option:

Q 36. Perincuriam

1. Mistaken identity
2. Mistaken decision
3. Supremacy of the Constitution
4. Supremacy of law

Q 37. Autrefois convict

Ans

1. Formerly convicted
2. Failed prosecution
3. To be convicted
4. Doubtful conviction

Q 38. Lex loci

Ans

1. Domestic laws
2. Law of a place
3. Latin regulations
4. Italian laws

Q 39. Lis pendens

Ans

1. Pending suit
2. Decided case
3. No legal issues involved
4. Facts of case proved

Q 40. Faux pas

Ans

1. Passage of time

2. Tactless mistake
3. Pausing for a while
4. Cheating

Q 41. Bona vacantia

Ans

1. Order of the court for eviction
2. Vacant land
3. Goods that have no owner
4. Vacant building

Q 42. In pari delicto

Ans

1. Where the lawyer is at fault
2. Where the petitioner is at fault
3. Where the judge is at fault
4. Where both parties to a dispute are equally at fault

Q 43. Pari passu

Ans

1. Diverse nature
2. On an unequal status
3. Supremacy of law
4. On equal footing

Q 44. 'Jus Gentium' means:

Ans

1. Law of Societies
2. Law among Nations

3. Global justice

4. Global administrative law

Q 45. 'Punctum Temporis' means:

Ans

1. Point of time

2. Temporary position

3. Timely assistance

4. Functional authority

Q 46. Turpis arbiter' means:

Ans

1. Corrupt prosecutor

2. Inefficient judge

3. Corrupt judge

4. Inefficient lawyer

Q 47. Caveat venditor

Ans

1. Buyer beware

2. Seller beware

3. Transporter beware

4. Manufacturer beware

Q 48. 'Sine die' means:

Ans

1. Adjourned without fixing any date for the next meeting.

2. Adjourned for the day and scheduled to meet next day again.

3. Adjourned for the day and meet after one month.

4. Adjourned for the day and meet after one week.

Q 49. Animus possidendi' means:

Ans

1. Intention to harm
2. Intent to contract
3. Intention to possess
4. Intention to return

Q 50. Malus animus

1. Good intention
2. Bad intention
3. Animal farm
4. Physical force

