AILET 2018
Solved Paper

LEGAL APTITUDE

Directions: Apply the legal principles to the facts given below and select the most appropriate answer.

1. Legal Principle:

1. A person is liable for his negligence when he owes a duty of care to others and commits a breach of that duty, there by causing injury .
2. *Volenti non fit injuria* is defence to negligence.

Factual Situation: Anil and his wife, Reena, were in a shop as customers, where a skylight in the roof of the shop was broken, owing to the negligence of the contractors engaged in repairing the roof, and a portion of the glass fell and struck Anil causing him a severe shock. Reena, who was standing close to him, was not touched by the falling glass, but, reasonably believing her husband to be in danger, she instinctively clutched his arm, and tried to pull him from the spot. In doing this, she strained her leg in such a way as to bring about a recurrence of thrombosis. Anil and Reena are claiming compensation for their injuries which were caused due to the negligence of the shop owners. The shop owners are denying liability on the grounds of *volentinon fit injuria*. The defence of *volentinon fit injuria*.

(a) is available in respect of the husband

(b) is available in respect of the wife

(c) is available in respect of both the husband and wife

(d) is not available in respect of both the husband and wife

Directions (Q.2–Q.3): Apply the legal principles to the facts given below and select the most appropriate answer.

Legal Principles:

1. Private nuisance is a continuous, unlawful and indirect interference with the use or enjoyment of land, or of some right over or in connection with it.
2. The person who for his own purposes brings on his lands and collects and keeps there anything likely to do mischief if it escapes, must keep it at his peril, and, if he does not do so, is prima facie answerable for all the damage which is the natural consequence of its escape.
3. A person is liable if he can reasonably foresee that his acts would likely to injure his neighbour.
4. The foreseeability of the type of damage is a prerequisite for any liability in such acts of nuisance.

2. Factual Situation: During 2011, a European Directive was issued requiring nations of the European Community to establish standards on the presence of Perchloroethene (PCE) in water, which the Kingsland did in 2013.

Alfa Water Co. purchased a borehole in 2007 to extract water to supply to the public in Kingsland. In 2014, it tested the water to ensure that it met minimum standards for human consumption and

discovered that it was contaminated with an organochlorine solvent (PCE). On investigation, it emerged that the solvent seeped into the soil through the building floor of the Light & Soft Leather Tannery, about 3 miles from the borehole that eventually contaminated the Alfa's borehole.

Since the tannery opened in 1910, until 2007, the solvent it used had been delivered in 40 gallon drums which were transported by fork lift truck and then tipped into a sump. Since 2007, solvents had been delivered in bulk and stored in tanks. It was then piped to the tanning machinery. There was no evidence of any spillage from the tanks or pipes, and it was concluded that the water had been contaminated by frequent spills under the earlier system. Alfa Water brought a claim against the Tannery on the grounds of nuisance. In this case, would the Tannery owners be liable and why?

(a) Yes, the escape of the solvent which contaminated the water is sufficient for making them liable.

(b) No, the damage is too remote as it was not possible for the Tannery owners to reasonably foresee a spillage which would eventually lead to contamination of a water borehole so far away.

(c) No, because Alfa Water Co. should have been careful in using good purifying mechanisms to ensure that the water is fit for human consumption. They cannot shift the blame on the Tannery owners.

(d) Yes, the damage is not remote as it was possible for the Tannery owners to reasonably foresee a spillage which would eventually lead to contamination of a water borehole just 3 miles away.

3. **Factual Situation:** MG Ltd. was constructing Crystal Heights, a posh state-of-the-art tower for commercial and residential purposes, in Gurugram. During construction, hundreds of claimants alleged that, in addition to dust and noise caused by the erection of the building, their television signals had been interrupted by the tower. The claimants, some of whom were absolute owners, and many others who were renting, sued for both negligence and for nuisance for the harm done to their amenity by the loss of their television signals. In this case, would the respondent's action in causing the appellant's television signals to be interrupted with the construction of their tower constitute a private nuisance?

(a) The Interference with the television signal caused by the construction of the tower could not amount to a private nuisance at law. Effective town planning can sort this matter, instead.

(b) Yes, the large tower had interrupted their television reception, and caused private nuisance–for loss of enjoyment–and remuneration for their wasted television license free, from the time their signal had been impaired.

(c) No, it cannot constitute private nuisance but the claimants can claim damages for loss of television signals.

(d) Yes, the respondent's conduct was unreasonable because the act of building the tower caused impairment of enjoyment of the land.

4. **Legal Principle:**

1. Any intentional false communication, either written or spoken, that harms a person's reputation; decreases the respect, regard, or confidence in which a person is held; or induces disparaging, hostile, or disagreeable opinions or feelings against a person.
2. The statement must tend to lower the claimant in the estimation of right-thinking members of society.
3. A mere vulgar abuse is not defamation.
4. Sometimes a statement may not be defamatory on the face of it but contain an innuendo, which has a defamatory meaning.
5. Defamation encompasses both written statements, known as libel, and spoken statements, called slander.

Factual Situation: In May 2007, a memorial commemorating the women of World War II was vandalized during an anti-government demonstration following the general election. An offensive political slogan was spray painted across the plinth of the memorial. This act caused public outrage and widespread condemnation.

On Twitter, a political writer, Asha Mehta said that she did not have a problem with the vandalism of the memorial building. Chandna reacted to this negatively, suggesting that Asha should be sent to join Terrorist Organization. Asha's comments and Chandna's reactions both received national media coverage.

A few days later, Chandna published a tweet asking the question "Scrawled on any war memorials recently?" to Anshika Chauhan, another political activist. Anshika Chauhan responded stating that they had never vandalised any memorial building, and moreover had family members serving in the armed forces. Chandna followed with a second tweet, in which she asked if someone could explain the difference between Mehta (an "irritant") and Anshika Chauhan (whom she described as "social anthrax").

Anshika Chauhan asked for a retraction via Twitter and was promptly blocked by Chandna. Anshika Chauhan asked Chandna to make a public apology and claimed compensation for libel alleging that the First Tweet suggested that she had either vandalised a war memorial, which was a criminal act; and the Second Tweet suggested that she approved or condoned that vandalisation. What is the meaning of the Tweets and did those meanings have a defamatory tendency?

(a) Both the tweets were defamatory to Anshika Chauhan as the hypothetical ordinary reader can be expected to understand defamatory tendency of the tweet in the context of the situation.

(b) Second tweet was not defamatory as it was not referring directly to Anshika Chauhan. So, she cannot claim compensation.

(c) Natural and ordinary meaning of the tweets are not defamatory. So, she cannot claim compensation.

(d) First tweet was not defamatory because the natural and ordinary meaning of the statement which is conveyed to a hypothetical ordinary reader is not defamatory.

5. Legal Principle:

1. An assault is an act which intentionally causes another person to apprehend the infliction of immediate, unlawful force on a person.
2. A battery consists of an intentional application of force to another person without any lawful justification.

Factual Situation: Jagan was in his car when he was approached by a police officer who told him to move the vehicle. Jagan did so, reversed his car and rolled it on to the foot of the police officer. The officer forcefully told him to move the car off his foot at which point Jagan swore at him and refused to move his vehicle and turned the engine off. Jagan was convicted for assaulting a police officer in the execution of his duty. Is he liable for battery or assault?

(a) He is not liable because there cannot be an assault in omitting to act and that driving on to the officer's foot was accidental, meaning that he was lacking *mens rea* when the act causing damage had occurred.

(b) He is not liable as the act neither amount to an attempt nor a threat to commit a battery that amounts to an actionable tort of assault.

(c) Jagan's crime was not the refusal to move the car but that of having driven on to the foot of the officer and decided not to cease the act, he had established a continual act of battery.

(d) He is neither liable for assault nor battery as he accidently drove his car on the police officer's foot.

Directions (Q.6–Q.8): Apply the legal principles to the facts given below and select the most appropriate answer.

Legal Principles:

1. Consideration is something that moves from the promises to the promisor, at the implied or express request of the latter, in return for his promise. The item that moves can be a right, interest, profit, loss, responsibility given or suffered, forbearance or a benefit which is of some value in the eyes of law.
2. An offer may be revoked at any time before the communication of its acceptance is complete as against the proposer, but not afterwards.

6. **Factual Situation:** The defendant, Mr. Dhawan, wrote to the complainant, Mr. Chaman, with an offer to sell his house to him for Rs. 8,00,000. He promised that he would keep this offer open to him until Friday. However, on the Thursday Mr. Dhawan accepted an offer from a third party and sold his house. According to Mr. Chaman, he was going to accept this offer but had not said anything to Mr. Dhawan because he understood that he had time until Friday. Mr. Dhawan communicated to Mr. Chaman that the offer had between withdrawn, through a friend to the complainant. After hearing this, Mr. Chaman went to find the defendant, informing of his acceptance to the offer. Thereafter, the complainant brought an action for specific performance and breach of contract against the defendant. In this case, would the defendant's promise to keep the offer open until Friday morning be a binding contract between the parties and could he be allowed to revoke this offer and sell the house to a third party?

   (a) The statement made by Mr. Dhawan amounts to a valid contract and he has committed a breach by selling the house before Friday.

   (b) The statement made by Mr. Dhawan was nothing more than a promise; there was no binding contract formed. He had communicated an offer for buying his house to the complainant and this offer can be revoked any time before there is acceptance.

   (c) The communication by a friend or other party that an offer had been withdrawn is invalid and could not be treated as if it came from the person himself.

   (d) Promises to keep an offer open until a certain time is a binding agreement as it is accepted by the other party.

7. **Factual Situation:** MXM Co. is a building contractor who entered into an agreement with Star Heights Housing Association to refurbish a block of 27 flats. This contract was subject to a liquidated damages clause if they did not complete the contract on time. The MXM Co. engaged Hasan to do the carpentry work for an agreed price of Rs. 20,000. After six months of commencing the work, Hasan realised he had priced the job too low and would be unable to complete at the originally agreed price. He approached MXM Co. who recognized that the price was particularly low and was concerned about completing the contract on time. MXM Co. agreed to make additional payments to Hasan in return for his promise to carry out his existing obligations. MXM Co. agreed to pay Hasan an additional ₹575 per flat. Hasan continued work on the flats for a further period of 6 weeks but only received an additional ₹5,000. He then ran out of money and refused to continue unless payment was made. MXM Co. engaged another carpenter to complete the contract and refused to pay Hasan any further sums. Hasan sued for payment under the original agreement and the subsequent agreement. MXM Co. argued that the agreement to make additional payments was unenforceable as Hasan has not provided any consideration to make this agreement a valid contract. Decide which of the following hold true

   (a) The agreement to pay extra was unenforceable as Hasan had provided no additional consideration as he was already bound by an existing contractual duty to complete the work.

   (b) Consideration was provided by Hasan in the form of conferring a benefit on the MXM Co. by helping them to avoid the penalty clause. Therefore, MXM Co. was liable to make the extra payments promised.

   (c) There was no consideration provided by Hasan as to avoid the penalty clause was the main object of the contract. Therefore, MXM Co. was not liable to make the extra payments promised.

   (d) MXM Co. is liable to pay compensation to Hasan as they have committed a breach of contract by employing another carpenter.

8. **Factual Situation:** Bournville ran a sales promotion whereby if persons sent in 3 chocolate bar wrappers and a postal order for Rs. 100 they would be sent a record. Big Beats owned the copyright in one of the records offered and disputed the right of Bournville to offer the records and sought an injunction to prevent the sale of the records which normally retailed at ₹ 1,000. Under the Copyright Act, retailers are protected from breach of copyright if they gave notice to the copyright holders of the ordinary retail selling price and paid them 6.25% of this. Bournville gave notice stating the ordinary selling price was ₹100 and three chocolate bar wrappers. In this case, were the chocolate bar wrappers form a part of the consideration?

   (a) The wrappers were a mere token or condition of sale and not consideration.

(b) The wrappers did form part of the consideration for the sale of records despite the fact that they had no intrinsic economic value in themselves.

(c) The wrappers did not form part of the consideration for the sale of records as they had no intrinsic economic value in themselves.

(d) There was consideration for the sale of records in the form of postal order for ₹100.

Directions (Q 9–Q 10): Apply the legal principles to the facts given below and select the most appropriate answer.

Legal Principles:

1. Offer is a proposal made by one person to another to do an act or abstain from doing it. The person who makes the offer is known as the promisor or offeror and the person to whom an offer is made is known as the promisee or the offeree.
2. A contract comes into being by the acceptance of an offer. When the person to whom the offer is made signifies his consent thereto, the proposal is said to be accepted and the parties are at *consensus* ad idem regarding the terms of the agreement.

9. **Factual Situation:** Tejas drove his car to a car park named Super Car Park (SCP). Outside the car park, the prices were displayed and a notice stated car offers were parked at the owner's risk. An automatic ticket vending machine provided a ticket, a barrier was raised and Tejas parked his car. In small print on the ticket it was stated that the ticket is issued subject to conditions displayed on the premises. On a pillar opposite to the machine was a notice stating the owners would not be liable for any injuries occurring on their premises. Tejas met with an accident and sought damages from SCP, butSCP denied any liability on the basis of the exclusion clause which was mentioned in the notice on the pillar. In this case, is there an offer and acceptance of the exclusion clause?

(a) There is a valid contract between Tejas and SCP as SCP had taken reasonable steps to bring exclusion clause to Tejas's attention at the time of making the contract.

(b) The contract was made when Tejas received the ticket and parked his car. The ticket amounted to a contractual document which effectively referred to the terms which were clearly visible on the premises.

(c) The machine itself constituted the offer. The acceptance was by putting the money into the machine. The ticket was dispensed after the acceptance took place and therefore the exclusion clause was not incorporated into the contract.

(d) The machine itself constituted the offer. The acceptance was by putting the money into the machine and acceptance of the offer mean acceptance of all the terms of the offer and hence SCP is not liable.

10. **Factual Situation:** The plaintiffs offered to provide delivery of a machine tool for a price of `75,535. The delivery of the tool was set for 10 months, with the condition that orders only qualified as accepted once the terms in the quotation were met and prevailed over any of the buyer's terms. The buyer responded to the offer with their own terms and conditions, which did not include the 'price variation clause' listed in the seller's terms. This included a response section which required a signature and to be returned in order to accept the order. The sellers returned this response slip with a cover letter signaling that delivery would be in accordance with their original quotation. The tool was ready for delivery but the buyers could not accept delivery, for which the sellers increased the price which was in line with their initial terms. This was denied by the buyer and an action was brought by the seller to claim the cost of delay and interest. In this case, was a contract made with or without a price variation clause?

(a) The buyer's order was not an acceptance of the initial offer from the seller but a counter-offer which the sellers had accepted by returning the signature section of the buyer's letter and so the contract was completed without the price variation clause and therefore the seller could not increase the cost of the tool.

(b) The buyer's order was an acceptance of the initial offer from the seller and so the contract was completed with the price variation clause and therefore the seller can increase the cost of the tool.

(c) The contract was made with price variation clause due to the condition that orders only qualified as accepted once the terms in the quotation were met and prevailed over any of the buyer's terms.

(d) The contract between the buyer and seller is not valid as both the parties are not agreeing to the same thing in the same sense.

11. Legal Principle:

1. 'Misrepresentation' means and includes- the positive assertion, in a manner not warranted by the information of the person making it, of that which is not true, though he believes it to be true; any breach of duty which, without an intent to deceive, gains an advantage of the person committing it, or any one claiming under him, by misleading another to his prejudice, or to the prejudice of any one claiming under him; causing, however innocently, a party to an agreement, to make a mistake as to the substance of the thing which is the subject of the agreement.
2. The tort of negligent misstatement is defined as an inaccurate statement made honestly but carelessly usually in the form of advice given by a party with special skill/knowledge to a party that doesn't possess this skill or knowledge.

Factual Situation: The plaintiff, Mr. Madan, entered into a tenancy agreement with the defendant, Esso Petroleum, in respect of a petrol station owned by the latter. During the course of the negotiation of the agreement, 'expert' advisers employed by the defendant had provided an estimate of the sales which the petrol station could expect which was based on inaccurate information and consequently was significantly inflated. The value of the rent on the agreement had been calculated based on this inflated figure. As a result, it was impossible for the plaintiff to operate the petrol station profitably. In this case, would the plaintiff have any action for negligent misrepresentation?

(a) The contract could not be held void for misrepresentation as the defendants presented the inflated figure as an estimate rather than as a hard fact.

(b) The defendant has no obligation to disclose as the parties contracting should obtain the necessary information themselves without relying upon the other party.

(c) As the defendant had taken it upon themselves to employ experts for the purpose of providing an estimate of sales, they owed a duty of care to the plaintiff to ensure that this was done on the basis of accurate information. Hence, the plaintiff can recover the losses which he had suffered as a result of the defendant's negligent misstatement.

(d) Both (a) and (c)

Directions (Q. 12–Q.13): Apply the legal principle to the facts given below and select the most appropriate answer.

Legal Principle:

1. The Tort of Negligence is a legal wrong that is suffered by someone at the hands of another who fails to take proper care to avoid what a reasonable person would regard as a foreseeable risk.
2. The test of liability requires that the harm must be a reasonably foreseeable result of the defendant's conduct, a relationship of proximity must exist and it must be fair, just and reasonable to impose liability.
3. The claimant must prove that harm would not have occurred 'but for' the negligence of the defendant. The claimant must prove, on the balance of probabilities, that the defendant's breach of duty caused the harm.

12. Factual Situation: Amar worked for an iron works, Luxmi Mills & Co. Ltd. operating a remotely controlled crane, Amar galvanized items by dipping them into a large tank of molten metal. In order to protect its crane operators, whose controls were located just a few feet from the tank, Luxmi Mills erected a low wall around the tank and also provided a sheet of corrugated iron that crane operators placed between themselves and the wall. The operators were not facing the tank while operating the crane. Thus, they could not see the operation of the crane and therefore relied upon signals from another worker located farther from the tank. Many other galvanizers at the time situated their operators in enclosed, windowed spaces from which they could safely see and perform their work. Luxmi Mills eventually adopted that practice as well. One day, Amar was working on the crane. At one point, he either turned toward the

tank or leaned out to see the worker giving him instructions, thereby placing his head outside the iron sheet. A spray of molten metal burned Amar's lip. When it failed to heal and began to ulcerate, he consulted a doctor who diagnosed the wound as cancerous. Amar ultimately died from the spread of cancer after three years. His widow sued Luxmi Mills for negligence. Here, would the employers be liable for the full extent of the burn and cancer that had developed as a result?

(a) The employers are liable for all of the consequences of their negligence; thus, liable for the employee's death. His predisposition to cancer did not matter, nor did the results of the injury. The question of liability was, whether the defendant could reasonable foresee the injury.

(b) The employers are not liable because the duty of care towards Amar was not breached by them as they were using the same practices which were used by other companies at that time.

(c) The employers are not liable because Amar suffered injury due to his own negligence in stepping out of the protective shield.

(d) The employers are liable for burns and not for the death which happened due to Amar's cancerous condition which could not have been known to the employers.

13. **Factual Situation:** A 13-year-old boy fell from a tree. He went to a hospital where his hip was examined, but an incorrect diagnosis was made. After 5 days it was found that he was suffering from avascular necrosis. This was more advanced and serious than if it had been spotted straight away. Despite receiving treatment, it was determined that he had suffered from a muscular condition (avascular necrosis) which left the boy with a permanent disability and further left a strong probability that he would develop severe osteoarthritis later in life. The expert medical testimony indicated that had his fractured hip been identified on his initial hospital visit, there was a 25% chance of his condition having been successfully treated. He is claiming compensation for the negligence of hospital. Here, would the hospital's negligence on his initial visit cause his injury?

(a) No, because there are very less chances that correct diagnosis and treatment would have prevented the disability from occurring.

(b) Where there are a number of possible causes, the claimant must still prove the defendant's breach of duty caused the harm or was a material contribution.

(c) Yes, because there are some chances that correct diagnosis and treatment would have prevented the disability from occurring.

(d) Both (a) and (b)

14. **Legal Principle:** Vicarious liability is when employers are held liable for the torts committed by their employees during the course of employment.

Factual Situation: New Vision School opened a boarding house (Shivaji House) for boys in the year 2000 for the students having behavioural and emotional difficulties. The claimants in the instant case had resided there between 2000 to 2003, being aged 12 to 15 during that time, under the care of a warden, who was in charge of maintaining discipline and the running of the house. The warden lived in the House., with his disabled wife, and together they were the only two members of staff in the House. His duties were ensuring order, in making sure the children went to bed, went to school, engaged in evening activities, and supervising other staff. It had been alleged by some of the boys that the warden had sexually abused them, including inappropriate advances and taking trips alone with them. A criminal investigation took place some ten years later, resulting in the warden being sentenced to seven years imprisonment. Following this, the victims brought an action for personal injury against the employers, alleging that they were vicariously liable. Here, could the employers of the warden be held vicariously liable for their employee's intentional sexual abuse of school boys placed under his care?

(a) No, vicarious liability could only arise when the employee is acting during the course of his employment and for his employer's benefit.

(b) No, the employers cannot be made liable for acts which are not authorized by them.

(c) Yes, there was a sufficient connection between the work that the warden was employed to do and the abuse that he committed to render it within the scope of employment. The abuse was committed at the time, premises and during the course of the warden's care of the boys.

(d) Yes, because the employers should be made liable in cases of sexual abuse of differently abled children.

15. In 2017, Special Leave Petition for re-investigation in the Mahatma Gandhi murder case was filed by _____

(a) Amrendra Sharan

(b) Pankaj K. Phadhis

(c) Tushar Gandhi

(d) Raju Ramachandran

16. Who is the first Indian woman to be elected as the judge of the International Tribunal for the Law of Sea?

(a) Dr. Neeru Chadha

(b) Justice Gita Mittal

(c) Vijaya Lakshmi Pandit

(d) Dr. MenakaGuruswamy

17. Which of the following river(s) is/are declared as legal entity by an Act of Parliament?

(a) Ganga

(b) Whanganui

(c) Yamuna

(d) All of the above

18. Which of the following lawyers approached the Supreme Court challenging the existing system of 'designation of Senior Advocates'?

(a) Meenakashi Lekhi

(b) Vrinda Grover

(c) Indira Jaisingh

(d) Meenakashi Arora

19. 'Drunken Driving' is punishable under _____

(a) Indian Penal Code

(b) Motor Vehicles Act

(c) Road Safety Standards Act

(d) National Highways Act

20. The Supreme Court on 12 December 2017, had directed that _____special criminal courts, to be set up to exclusively deal with cases involving _____ should start functioning from March 1, 2018.

(a) 12, MPs/MLAs

(b) 12, Rape Accused

(c) 24, child-sexual abuser

(d) 24, Terrorism related offences

21. Which State Government, in India, has recently sanctioned stipend for junior lawyers practicing in the courts?

(a) Delhi

(b) Punjab

(c) Kerala

(d) Maharashtra

22. From the field of Law and Justice, who is awarded the Nari Shakti Puraskar 2018 on the International Women's Day?

(a) Geeta Mittal

(b) Sudha Bharadwaj

(c) Flavia Agnes

(d) Indira Jaisingh

23. Recently, the Supreme Court allowed _____ euthanasia and right to give advance medical directives _____, stating that human beings have the right to die with dignity as part of fundamental right to life.

(a) active, dying will

(b) passive, living will

(c) active, living will

(d) passive, dying will

24. Local self-governance is an example of

(a) federalism

(b) democratic decentralization

(c) direct democracy

(d) administrative delegation

25. The institutional infrastructure under the Insolvency and Bankruptcy Code, 2016 rests on certain pillars:

I. Insolvency Professionals

II. Information Utilities

III. Adjudication

IV. The Insolvency and Bankruptcy Board of India

V. Asset Construction Companies

Correct code is:

(a) I, II and III

(b) II, III and IV

(c) I, II III and IV

(d) All of the above

26. In 2017, the Supreme Court held that right to privacy is protected under Article 21 of the Constitution of India in the context of _____

(a) State Surveillance

(b) Power of search & seizure

(c) Homosexuality

(d) Indian Biometric Identification Scheme

27. The age of consent for sexual intercourse between a husband and wife has been made _____ from _____ years by the Supreme Court of India.

(a) 18, 16

(b) 16, 15

(c) 21, 18

(d) 18, 15

28. An accused is entitled to statutory bail (default bail) if the police failed to file the charge-sheet within _____of his arrest for the offence punishable with 'imprisonment up to 10 years'

(a) 30 days

(b) 60 days

(c) 90 days

(d) 180 days

29. Nelson Mandela Rules deals with _____

(a) Apartheid

(b) Truth and Reconciliation

(c) Prison Management

(d) Global Peace-making

30. The Look Sabha passed the Muslim Women (Protection of Rights on Marriages) Bill 2017. Which of the following are true about it?

I. It declares instant triple talaq illegal and criminalizes it.

II. It makes declaration of talaq a bailable offence.

III. A husband declaring talaq can be imprisoned for up to two years along with a fine.

IV. It entitles Muslim woman against whom triple talaq has been declared to seek subsistence allowance from her husband for herself and for her dependent children.

(a) I and IV

(b) I, III and IV

(c) I, II and IV

(d) All of the above

31. In August 2017, the Union Ministry of Law & Justice in association with the National Legal Service Authority (NALSA) launched 'Tele-Law' scheme in _____ to provide legal aid services to marginalised communities and citizens living in rural areas through digital technology.

(a) Andhra Pradesh

(b) Bihar

(c) Madhya Pradesh

(d) Rajasthan

32. In March 2018, the Supreme Court of India has held that there cannot be a stay of more than _____ on trial of _____

(a) 6 months, civil and criminal cases

(b) 6 months, criminal cases

(c) 3 months, rape cases

(d) 3 months, civil and criminal cases

33. Which country has withdrawn from the International Criminal Court (ICC) citing reasons of international bias in March, 2018?

(a) Burundi

(b) Russia

(c) South Africa

(d) Philippines

34. Regarding foreign law firms, the Supreme Court held

I. That foreign law firms can set up offices in India.

II. Foreign lawyers can practice in India.

III. Foreign lawyers can visit India for a temporary period on a fly in and fly out basis.

IV. Foreign lawyers can give advice to their clients on Indian laws.

(a) I, II, III

(b) II, IV

(c) III

(d) III, IV

35. Which is the world's first country to enact a law under which companies and government agencies that employ at least 25 people will be fined if they can't prove they pay men and women equally?

(a) Iceland

(b) India

(c) Sweden

(d) France

ANSWERS AND EXPLANATIONS

1.	(d)	2.	(b)	3.	(a)	4.	(a)	5.	(c)	6.	(b)	7.	(b)	8.	(b)
9.	(c)	10.	(a)	11.	(d)	12.	(a)	13.	(d)	14.	(c)	15.	(b)	16.	(a)
17.	(b)	18.	(c)	19.	(b)	20.	(a)	21.	(c)	22.	(a)	23.	(b)	24.	(b)
25.	(c)	26.	(d)	27.	(d)	28.	(b)	29.	(c)	30.	(a)	31.	(b)	32.	(a)
33.	(d)	34.	(c)	35.	(a)										

1. **Answer: (d)**

Explanation: "*Volenti non fit injuria*", is a Latin maxim, which on literal translation, means 'to a willing person, injury is not done'. This is a common law doctrine which states if someone willingly places himself in a position where harm might result, the party so placed cannot claim damages or compensation.
The severe shock caused to Anil was because of the negligence of the construction workers who were employed by the shop owners. Meena was injured as a result of her attempt to save Anil as she had perceived he was in danger. Both of them came to the shop for purchasing goods; there was no explicit or implicit willingness to undertake the risk when they entered the shop. Hence, the defense is not available against both or either of them.

2. **Answer: (b)**

Explanation: The essential element for establishing nuisance is that the harm caused must be reasonably foreseeable as a result of the conduct of other party. Here, the solvent seeped into the soil through the building floor of the Light & Soft Leather Tannery. Moreover, the distance between the tannery and the borehole was around 3 miles. Though there were some spills in the earlier system, it could not have been reasonably expected that due to such far-fetched incident the borehole would be contaminated. Hence, Tannery owners are not liable in the present case.

3. **Answer: (a)**

Explanation: An owner's right to use his land is restricted to such extent as is reasonable necessary for the ordinary use and enjoyment of his land and the structures on it. Though, the construction activity caused dirt and noise too, the complaint was for the harm done due to the loss of television signals. MG Ltd. couldn't foresee that the construction of a tower will hinder his neighbors in receiving television signals as it is not the case under normal circumstances. Hence, the act does not amount to private nuisance.

4. **Answer: (a)**

Explanation: A statement, whether written or oral is defamatory only if it lowers the reputation of the person in the eyes of 'right thinking members of the society'. In cases of defamation, the analysis has to be carried out taking into consideration the aforementioned principle of law.
A statement with a hidden meaning with the tendency to lower the reputation will also be considered to be a defamatory statement. Here, the two tweets addressed to Anshika Chauhan does not seem to be problematic on the face of it. However, it is pertinent to note that the first one by Chandra hinted at Anshika's alleged involvement in the vandalization of the memorial and the 2nd one compared Anshika with Mehta, who passively supported the vandalization of memorial. A right-leaning tmember would in such cases would reasonably perceive that Anshika was also involved in the vandalization, or perhaps had some connection with the incident. Considering the criminal nature of such an act, these tweets certainly have a tendency to tarnish Anshika's reputation. Hence, Chandra is liable for defamation.

5. Answer: (c)

Explanation: The element of "intention" is crucial for establishing an act of assault or battery. Though, the act of driving car on the foot of a police officer initially was unintentional, by refusing not to move the car further even when Jagan was asked to do so by the police officer, in itself, establishes the element of intention formed afterwards. Thus, he is liable for battery.

6. Answer: (b)

Explanation: Here, the promise to keep the offer open till Friday was devoid of any consideration and there was no binding contract formed on the basis of the promise. Mr. Dhawan had communicated an offer which could be revoked any time before its acceptance was completed against him. When he actually withdrew the offer, there was no acceptance which makes his action completely justified.

7. Answer: (b)

Explanation: It is pertinent to note that in case the contract had not been completed on time, MXM Co. would have been liable to pay the liquidated damages to Star Heights Hotel Association. Though, Hasan initially refused to carry out the work due to the low amount being paid to him, he agreed subsequently on the condition that he will be paid extra for resuming the work. This actually enabled MXM Co. to avoid the penalty clause and formed the consideration for the subsequent contract in the form of a benefit accrued to MXM Co. Thus, MXM Co. was liable to make the extra payments promised.

8. Answer: (b)

Explanation: It is pertinent to that consideration is valid if it has some value in the eyes of law. The economic value of the particular consideration is not revenant in deciding its validity. Here, Bourneville gave notice stating that the ordinary selling price was Rs. 100 and three chocolate bar wrappers in order to comply with the conditions of law.

In the sale promotions ran by Bournville, a record would be sent only if the post order of Rs. 100 was accompanied by three chocolate bar wrappers. Hence, it could be observed that the chocolate bar wrappers did in fact had some value in addition to the postal order. Thus, irrespective of their economic value, they constitute a valid consideration.

9. Answer: (c)

Explanation: In order to park the car, a ticket had to be taken from the vending machine which contained certain terms and conditions. Thus, a person who parks a car, inserts some money and further a ticket is issued to him/her. A person gets to know the terms and conditions after he has inserted the money and accepted the offer to park the car in the parking lot.

In other words, it could be seen that the machine itself constituted the offer in the present case and the act of putting the money showed acceptance on the part of respective person. Thus, the terms and conditions on the ticket, issued after completion of the contract would not form a part of the contract as the acceptance has already taken place. Hence, option c.

10. Answer: (a)

Explanation: The seller's initial offer in the present case was responded by a counter offer from the buyer with terms different from the original one. The sellers actually complied with the buyer's requirement by returning the signature section to the buyers. The cover letter was external to the contract i.e. it did not form a part of the contract which was concluded on the terms of the buyer and did not contain the price variation clause. Thus, the seller's decision to increase the price on the basis of price variation clause was not a valid one.

11. Answer: (d)

Explanation: The facts make it explicitly clear that the estimate was based upon an inaccurate information and was precisely the reason for inflation in the figures. The fact that the profit estimates were being taken clearly points towards the fact that the deal was dependent upon it and thus this formed the substance matter of the contract. Thus, by providing misleading information, though under an honest belief, the defendant was negligent in performing their duty towards the plaintiff.
However, the figures here were mere estimate and not concrete facts. Hence, option d.

12. Answer: (a)

Explanation: In order to establish the tort of negligence, it has to be proven that the conduct in the particular circumstances was devoid of what could be termed as "reasonable care" towards a "foreseeable risk" and was the cause of the harm. It is clear from the facts that the galvanizing work involved serious risks for the worker. It is important to note that the working crane was located only a few feet from the tank and the wall erected around the tank and the crane was low with only a sheet of corrugated iron between the wall and the crane. Moreover, the worker did not face the tank and had to depend upon the signals from another person to executive his work, which in itself involves serious risks.
It can clearly be ascertained that reasonable safety measures were not in place in the present case and this caused the harm which ultimately resulted in cancer. Thus, the employers are liable in the present case.

13. Answer: (d)

Explanation: Though, the doctor did not diagnose correctly, the facts makes it explicitly clear that the chances that the problem would not have occurred in the present case were still very less. In other words, there were a high chance for development of the disease regardless of hospital's act. Hence, it cannot be said that the injury was a result of hospital's negligence on the initial visit.
In order to establish the tort of negligence, it has to be proven that the defendant's failure to take reasonable care was the result of the harm caused which coincides which option b. Hence, option d is the correct answer.

14. Answer: (c)

Explanation: The question which needs to be examined here is, whether the act of sexually abusing children was committed within the course of employment?
Here, the warden was employed to maintain discipline and take care of the children living in the boarding house. Thus, he had the control over all the activities in the house for the entire time.
Instead of fulfilling his duty, he indulged in sexually abusive behavior with the children. Thus, it is clear that the act was committed within his course of employment which makes the employer vicariously liable in the present case.

15. Answer: (b)

Explanation: In 2017, Pankaj K. Phadhis filed a Special Leave Petition for re-investigation in the Mahatma Gandhi murder case claiming that alleged conspirators, Nathuram Godse and Narayan Dattatraya Apte, were hanged even before the murder trial attained legal finality from the top court.

16. Answer: (a)

Explanation: Neeru Chadha had won the crucial election thereby becoming the first Indian woman to be appointed as a judge at the International Tribunal for the Law of Seas.

17. Answer: (b)

Explanation: Whanganui river was declared as legal entity by the parliament of New Zealand.

18. Answer: (c)

Explanation: On the petition filed by Indira Jaisingh, the Court has provided guidelines for designation of Senior Advocates. Now, a Permanent Committee - Committee for Designation of Senior Advocates – headed by the Chief Justice of India will process the applications for the same.

19. Answer: (b)

Explanation: As per the Motor Vehicle Act, driving by a drunken person or by a person under the influence of drugs is punishable for the first offence with imprisonment for a term of upto six months and/or with fine which may extend to two thousand rupees.

20. Answer: (a)

Explanation: The government had proposed two special courts to try cases against MPs, besides one each for Bihar, Andhra Pradesh, Karnataka, Kerala, Madhya Pradesh, Maharashtra, Tamil Nadu, Telangana, Uttar Pradesh and West Bengal.

21. Answer: (c)

Explanation: The lawyer should be less than thirty years of age to be eligible for the above said stipend. Also, lawyer should submit an affidavit attested by his/her Senior (who has at least fifteen years practice) or concerned Bar Association every three months stating that he/she is still in active practice.

22. Answer: (a)

Explanation: Delhi High Court's acting Chief Justice was awarded the Nari Shakti Puraskar 2018 on the International Women's Day.

23. Answer: (b)

Explanation: In the case of Common Cause vs. Union of India, the Supreme Court of India remarked "The right to life and liberty as envisaged under Article 21 of the Constitution is meaningless unless it encompasses within its sphere individual dignity. With the passage of time, this Court has expanded the spectrum of Article 21 to include it within the same.

24. Answer: (b)

Explanation: Decentralisation, in simple words, aims to enable the citizens to be more involved in the decision-making process. Democratic decentralisation promulgates the participation of excluded and subordinated groups in decision making. The inclusion of such classes improves the efficiency and equity of local service delivery.

For a better resource utilisation, the central government transfers its power to lower levels. The institutions at the lower levels are Panchayats, Municipalities etc.

25. Answer: (c)

Explanation: The institutional infrastructure under the IBC, 2016 rests on four pillars, viz., insolvency professionals; information utilities; adjudicating authorities (National Company Law Tribunal [NCLT] and Debt Recovery Tribunal [DRT]); and the Insolvency and Bankruptcy Board of India (IBBI).

26. Answer: (d)

Explanation: The nine-judge SC bench while holding right to privacy to be a fundamental right had held that the right is protection under Article 21 of the Indian Constitution. (Aadhaar Case)

27. Answer: (d)

Explanation: It was observed by the SC that if a man has physical intercourse with a girl under 15 years of age, it is termed as rape irrespective of "consent or no consent" and if she is below 18 years of age, but more than 15 and married, then no offence of rape is made out. This anomaly has been corrected by the Court and the apex court struck down the said provision of the Indian Penal Code i.e. the Exception 2 to Section 375.

28. Answer: (b)

Explanation: An accused is entitled to statutory bail (default bail) under Section 167(2) of Code of Criminal Procedure if the police failed to file the charge-sheet within 60 days of his arrest for the offence punishable with 'imprisonment up to 10 years and within 90 days if the offence is punishable with death penalty or an imprisonment for more than ten years.

29. Answer: (c)

Explanation: The United Nations Standard Minimum Rules for the Treatment of Prisoners were adopted by the United Nations General Assembly on 17 December 2015 after a five-year revision process. They are known as the Nelson Mandela Rules in honor of the former South African President Nelson Mandela.

30. Answer: (a)

Explanation: Muslim Women (Protection of Rights on Marriage) Bill was presented to give effect to the Supreme Court judgment in the case of Shayara Bano *versus* Union of India. It made triple talaz a cognizable but non-bailable offence and provided for provision for maintenance to wife and custody of child.

31. Answer: (b)

Explanation: The Union Ministry of Law & Justice in association with the National Legal Service Authority (NALSA) launched 'Tele-Law' scheme in Bihar. The scheme aims to provide legal aid services to marginalised communities and citizens living in rural areas through digital technology. It is continuation to the Access to Justice Project to Marginalised Persons implemented by United Nations Development Programme (UNDP) in 2008.

32. Answer: (a)

Explanation: In a very significant judgment, the Supreme Court had held that in all there cannot be a stay of more than 6 months in civil and criminal cases. Thus, on the expiry of 6 months, the trial will commence unless and until the stay is further extended by a speaking order.

33. Answer: (d)

Explanation: Philippines has announced to withdraw from International Criminal Court (ICC) citing reason of international bias and held that ICC was being utilized as a political tool against it. It will make Philippines only second country to withdraw from the Rome statute, following Burundi in 2017. South Africa attempted to leave in 2016, but its withdrawal was revoked by the UN.
Mind it: Burundi left ICC in November 2017 and not on March 2018.

34. Answer: (c)

Explanation: With respect the foreign Law Firms, the Supreme Court held that:
1. They are not allowed to practice in India.
2. Not allowed to set-up office in India.
3. Cannot practice even in non-litigation side.

But are allowed for:
4. Can advice clients on only 'fly-in & fly-out' basis - only casual visit.
5. Foreign lawyers can come in International commercial arbitration subject to the code
6. Customized services like word processing, secretarial support, transcription services, proof reading services, travel desk support services, etc. do not come w/l the purview of Advocates Act, 1961.

35. Answer: (a)

Explanation: On Jan. 1, Iceland made it illegal to pay men more than women—an inequality that exists (with respect to average gross hourly and annual income) in almost every nation. This legislation made the Nordic island nation, population 334,252, the first country in the world to ban pay discrimination on the basis of gender.