CLAT 2019
Solved Paper

LEGAL APTITUDE

This section consists of fifty (50) questions. Each question consists of legal principle(s) (hereinafter referred to as 'principle') and facts. Such proposition 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. Principles have to be applied to the given facts to arrive at the most reasonable conclusion. Only one of the alternatives, that is, (a), (b), (c) or (d) is the most reasonable conclusion. In other words, in answering the following questions, you must not rely on any principle except the principles that 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 ability in legal aptitude, 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.

1. **Principle:** Acceptance of proposal must be the exact mirror image of the proposal.

Facts: 'A' made a proposal to 'B' to sell a chair for ₹ 500. 'B' is desirous of buying the said chair for ₹ 400.

(a) B has accepted the proposal of A.

(b) B has not accepted the proposal of A.

(c) It is not clear if B has accepted the proposal. Acceptance of proposal must be the exact mirror image of the proposal.

(d) It is not clear whether A made a proposal to B.

2. **Principle:** An agreement with a boy below the age of eighteen years is not enforceable by law.

Facts: A man entered into an agreement with a girl of seventeen years of age.

(a) The agreement is enforceable by law.

(b) The agreement is not enforceable by law.

(c) The agreement is enforceable by the girl.

(d) No inference can be drawn.

3. **Principle:** Sale of liquor is illegal. All agreements relating to prohibited items do not exist in the eyes of law.

Facts: 'A' entered into an agreement with 'B' for the sale of liquor. 'A' failed to supply the agreed quantity of liquor to B.

(a) B can bring a legal action against A.

(b) B cannot bring any legal action against A.

(c) A can bring a legal action against B.

(d) A and B can initiate appropriate legal proceeding against each other.

4. **Principle:** The communication of a proposal is complete when it comes to the knowledge of the person to whom it is made.

Facts: 'A' sent a letter making a proposal to 'B' to purchase the house of B.

(a) The communication of proposal is complete when A sent the letter.

(b) The communication of proposal is complete when B's wife received it.

(c) The communication of proposal is complete when B's wife handed over the letter to B.

(d) The communication of proposal is complete when B reads the letter.

5. **Principle:** An agreement may be entered into orally, in writing, or by conduct.

Facts: 'A' went to the shop of 'B' and picked a tooth brush and gave a cheque of Rupees twenty to B and left the shop.

(a) A entered into an agreement with B.

(b) A did not enter into an agreement with B.

(c) Payment of tooth brush cannot be made through a cheque.

(d) A should have carried a currency note of Rupees twenty to make the payment.

6. **Principle:** 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.

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

(a) Sale of car is complete.

(b) Sale of car is not complete.

(c) Sale will be completed when B keeps the car in his own care.

(d) Sale will be automatically completed after the expiry of one month.

7. **Principle:** A person, who is usually mad, but occasionally not mad, may make a contract when he is not mad.

Facts: 'A' generally remains in the state of madness and rarely becomes capable of understanding anything.

(a) A can make a contract.

(b) A can never make a contract.

(c) A can make a contract at any time whenever he pleases.

(d) A can make a contract only for his own benefit.

8. **Principle:** An agreement without free consent can be enforced only at the option of the party whose consent was not free.

Facts: A obtains the consent of B to enter into an agreement by putting a gun on the head of B's girlfriend.

(a) B can enforce the agreement.

(b) B cannot enforce the agreement.

(c) A can enforce the agreement.

(d) Neither A nor B can enforce the agreement.

9. **Principle:** Where one of the parties to a contract was in 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 decision of the other party.

Facts: A doctor asked his patient to make a payment of ₹ 10,00,000/- (Ten Lac Only) for treatment of his fever. The patient paid an amount of ₹ 5,00,000/- (Five Lac Only) 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.

(a) The contract is enforceable against the doctor.

(b) The contract is enforceable against the patient.

(c) The contract is not enforceable.

(d) The contract is not enforceable against the patient.

10. **Principle:** When, at the desire one person, any other person has done or abstained from doing something, such act or abstinence or promise is called a consideration for the promise.

Facts: X, the uncle of Y, made a promise to pay him an amount of ₹ 1,00,000/- as reward if Y quits smoking and drinking within one year. Y quit smoking and drinking within six months.

(a) Consideration has moved from the side of X.

(b) Consideration has moved from the side of Y.

(c) No consideration has moved from the side of Y.

(d) Quitting smoking and drinking cannot be a consideration.

11. **Principle:** Law never enforces an impossible promise.

Facts: 'A' made a promise to 'B' to discover treasure by magic.

(a) Law will enforce the promise.

(b) Law will not enforce the promise.

(c) Law will enforce the promise only at the option of A.

(d) Law will enforce the promise only at the option of B.

12. **Principle:** When a person who has made a promise to another person to do something does not fulfill his promise, another 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 the tyre.

(a) X will be entitled to receive compensation from Y in the form of money

(b) Y will be entitled to receive compensation from X in the form of money

(c) X will not be entitled to receive compensation

(d) Y will not be entitled to receive compensation from X

13. **Principle:** Whoever takes away any moveable thing from the land of any person without that person's consent is said to commit theft.

Facts: During his visit to the home of C, A asks B, the son of C, to accompany A to a forest. Neither A nor B inform C in this regard. B accompanies A to the forest.

(a) A has committed theft.

(b) A has not committed theft.

(c) A has committed theft as soon as he entered the home of C.

(d) A has not committed theft till B did not accompany him.

14. **Principle:** Nothing is an offence if it is done in good faith for the purpose of preventing or avoiding greater harm or damage to person or property.

Facts: A jumps into a swimming pool to save a boy from drowning. While pulling the boy from water A was hit by C. A left the boy in the water and attacked C. The boy died in the water.

(a) A has not committed the offence of killing the boy.

(b) A has committed the offence of killing the boy.

(c) The boy has committed the offence of suicide.

(d) The boy has committed the offence of drowning.

15. **Principle:** Causing of an effect partly by an act and partly by an omission is an offence.

Facts: A did not provide any food to his daughter D. He also confined D in a room. Consequently, D died.

(a) A committed the offence of not providing food to D.

(b) A committed the offence of confining D.

(c) A committed the offence of killing D.

(d) A committed no offence.

16. **Principle:** Nothing is an offence which is done in the exercise of the right of private defence. Nothing is an offence which is done in madness.

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

(a) A has committed the offence of attempt to murder

(b) A has committed an offence of being mad

(c) B has committed an offence

(d) B has not committed an offence

17. **Principle:** A man is guilty of not only for what he actually does but also for the consequences of his doing.

Facts: A wanted to kill the animal of B. He saw B standing with his animal and fired a gun shot at the animal. The gun shot killed B.

(a) A is guilty of killing B.

(b) A is not guilty of killing B.

(c) B is guilty of standing with the animal.

(d) A did not know that the gun shot will kill B.

18. **Principle:** Mere silence as to facts likely to affect the decision of a person to enter into a contract is not fraud.

Facts: A sells to B (A's daughter who is a minor) a horse which A knows to be unsound. A says nothing to B about the unsoundness of the horse.

(a) A has committed fraud

(b) A has committed no fraud

(c) There cannot be a contract between a father and daughter

(d) The daughter did not ask therefore the father did not tell, hence no fraud

19. **Principle:** Whoever attempts to commit the offence of cheating, commits an offence.

Facts: A with an intention to defraud B, obtains from him an amount of ₹ 500.

(a) A has committed no offence

(b) A has committed the offence of cheating

(c) A has attempted to commit the offence of cheating

(d) A has attempted to commit and has committed the offence of cheating

20. **Principle:** Whoever by words publishes any imputation concerning any person is said to defame that person.

Facts: During a marriage ceremony, A circulated a pamphlet saying sister of the bride 'S' is a thief, she has stolen the shoes of the bridegroom.

(a) A defamed S

(b) A did not defame S

(c) A defamed the bridegroom

(d) A defamed the bride

21. **Principle:** An employer is liable for an injury caused to an employee in the course of the employment.

Facts: 'A' and 'B' were working in a factory as unskilled laborers. A was carrying a basket of stones on his head. B was sitting on the ground. When A crossed B, all of a sudden a stone fell down from the basket and hit B on his head. B died instantaneously.

(a) The employer will be liable

(b) The employer will not be liable

(c) A will be liable

(d) Both employer and A will be liable

22. **Principle:** Damages the money recompense, as far as money can do, for the loss suffered by a person.

Facts: A, an Indian citizen, having a right to vote, was not allowed to cast his vote on the polling booth, by the returning officer. Name of A was mentioned in the voter's list. A has also reported at the polling booth in time. However, the candidate in whose favor A would have cast his vote won the election. A filed a suit claiming damages.

(a) A will be entitled to damages

(b) A will not be entitled to damages

(c) A will be entitled to only nominal damages

(d) A will be entitled to exemplary damages

23. **Principle:** When a party to a contract has refused to perform, or disabled himself from performing, his promise in its entirety, the other party shall not put an end to the contract.

Facts: A engaged B on April 12 to enter his service on June 1, but on May 11, A wrote to B that his services would not be needed. On May 22, B joined C for employment.

(a) B cannot put the contract to an end.

(b) B can put the contract to an end.

(c) C can put his contract with B to an end.

(d) A must pay damages to B.

24. **Principle:** Everyone shall be permitted to take advantage of his own wrong.

Facts: A legatee was heavily drunk and driving his car at a speed of 100 Km/per hour in a crowded market. All of a sudden his testator came on the road. There were other people on the road at that time. The car driven by legatee hit the testator and four other persons. All the five persons hit by the car died.

(a) The legatee can take the benefit under the will

(b) The legatee cannot take the benefit under the will

(c) The legatee will be punished

(d) The property of the testator will go to his heirs

25. **Principle:** Property can be transferred only by a living person to another living person.

Facts: 'A' transfers property of which he is the owner in favor of the unborn child of B.

(a) Property has been transferred to the unborn child

(b) Property has been transferred to B

(c) Property has not been transferred to the unborn child

(d) Property will be transferred to the unborn child after his birth

26. **Principle:** An interest created, dependent upon a condition fails, if the fulfillment of the condition is impossible.

Facts: A promises to pay ₹ Ten Lakh to B on condition that he shall marry A's daughter C. At the date on which A gave ₹ Ten Lac to B, C was dead.

(a) B's interest fails

(b) B's interest fails because of immorality

(c) B's interest fails because of prohibition by law

(d) B's interest does not fail

27. **Principle:** A condition must be complied with after the happening of the event to which such a condition is attached.

Facts: A promises to pay ₹ 5,000 to B on the condition that he shall marry with the consent of C, D and E. B marries without the consent of C, D and E, but obtains their consent after the marriage.

(a) B has fulfilled the condition

(b) B has not fulfilled the condition

(c) The condition is illegal

(d) B must divorce his wife

28. **Principle:** A condition must be complied in order to claim the benefit of an agreement.

Facts: A agrees to transfer a farm to B, if B shall not go to England within three years after the date of the agreement, his interest in the farm shall cease. B does not go to England within the term prescribed.

(a) B's interest in the farm continues

(b) B's interest in the farm does not continue

(c) B has a fundamental right to go to England or not to go to England and hence the condition is illegal

(d) The agreement between A and B is void

29. **Principle:** Existence of all the alleged facts is relevant whether they occurred at the same time and place or at different times and places.

Facts: A, a citizen of England, is accused of committing murder of B in India by taking part in a conspiracy hatched in England.

(a) The facts that A accused of commission of murder and of conspiracy are relevant facts

(b) Only the fact that A is accused of committing murder of B is relevant

(c) Only the fact that A is accused of conspiracy hatched in England is relevant

(d) A citizen of England cannot be tried in India

30. **Principle:** One who asserts must prove.

Facts: A desires a Court to give judgment that B, C and D shall be punished for a crime which A says B, C and D have committed.

(a) A must prove that B, C and D were present at the place of crime

(b) A must prove that B, C and D have committed the crime

(c) B, C and D must prove that they have not committed the crime

(d) Police must prove that B, C and D have committed the crime

31. **Principle:** Foreign judgment binds the parties and is conclusive unless it is obtained by fraud.

Facts: A obtains judgment from US court by producing fake documents.

(a) New Suit can be filed in India on the same facts

(b) Judgment can be enforced in US

(c) Judgment can be enforced in India

(d) New suit cannot be filed in India on same facts

32. **Principle:** Decision of Court is Null and Void, if it is given by court which does not have jurisdiction over the subject matter.

Facts: A obtains decision from a court which did not have jurisdiction to deal with the subject matter.

(a) Decision can be enforced because both the parties were present

(b) Decision cannot be enforced because decision is null and void

(c) Decision can be enforced because it is given a court

(d) Decision can be enforced

33. **Principle:** Civil Suit can be filed where defendant resides or carries on business or where cause of action arises.

Facts: 'A' carries on business in Gurgaon, 'B' carries on Business in Mumbai. 'B' through his agent in Gurgaon purchases goods in Gurgaon and takes delivery through agent in Gurgaon. Where Civil Suit for payment of price can be filed by 'A'?

(a) Gurgaon only where cause of action arises

(b) At Mumbai where B carries on Business

(c) At either of the places i.e. Mumbai or Gurgaon

(d) Anywhere in India

34. **Principle:** Civil Suit can be filed where defendant resides or carries on business or where cause of action arises.

Facts: An agreement is signed and executed in New Delhi between A and B for supply of goods wherein B is to supply goods to be delivered at New Delhi to client of A. A carries on business at Haryana and B carries on Business in UP. Civil suit by 'B' for payment of consideration can be filed against 'A' at

(a) Only at New Delhi, where cause of action arises

(b) Only at Haryana where 'A' carries on business

(c) Only at UP where 'B' carries on business

(d) At Haryana or at New Delhi

35. **Principle:** No court can execute the decisions unless it is having territorial jurisdiction over the property or the person against whom decision is to be executed. The Court which gave the decision can transfer the matter to the court which has the territorial jurisdiction over the person or property.

Facts: A decision is given by court at New Delhi on a contractual matter against X in a suit between X and Y. X is resident of Maharashtra and he has properties in Maharashtra and Gujarat.

(a) New Delhi court can transfer the proceedings to Court at Maharashtra only

(b) New Delhi court can execute the decision because it had the jurisdiction to decide the matter so it can execute also

(c) New Delhi court can transfer the proceedings to court at Gujarat only

(d) New Delhi court can transfer the proceedings to either of the courts i.e. Maharashtra or Gujarat

36. **Principle:** Nothing is an offence by reason of any harm it may cause to another person, if it is done in good faith and for the benefit of that person even without that person's consent.

Facts: A is attacked by a Lion and Lion drags him while he is crying for help. B, a passerby picks up A's gun in good faith and fires at Lion which injures A. B has never used the gun before.

(a) B is liable for the injury because he knew that he can injure A as he has never used any gun before

(b) B is not liable as he has done the act in good faith

(c) B is liable because he has not taken A's consent before firing

(d) B is liable because he has used A's gun without his consent

37. **Principle:** Nothing is an offence if it is done under intoxication and the person committing the offence was incapable to understand the nature of the Act. Intoxication should be without knowledge or against the will of the person.

Facts: A, B and C were having a party in Bar where A persuaded B and C to take alcoholic drinks. On the persistent persuasion B and C also consumed alcohol along with A. B and C had never consumed alcohol before. After intoxication, there was some argument between B and C where C pushed B with full force causing serious injury to B.

(a) C is liable

(b) C is not liable because he was intoxicated

(c) A is liable because A persuaded them to consume alcohol whereas they had never consumed alcohol

(d) A and C both are liable

38. **Principle:** Everyone has the right of private defense to defend his body and property by use of reasonable force unless that person had time to have recourse to protection of public authorities.

Facts: X receives information at 5.00 pm that Y along with few friends is planning to burn his crop at midnight which is ready to be harvested. He does not inform the village Police Station which was just one kilometer away. He gathers his family members and directs them to collect some weapons in the form of swords and *lathis* to protect his field/crop. At around 11.00 pm Y and his aides attack the crop and a severe fight ensues wherein Y is seriously injured.

(a) X is not liable as he was exercising his right of private defence

(b) X and his family are not liable for the injuries caused as they were exercising the right of private defence

(c) X is liable

(d) X and his family is liable as they have not informed the police

39. **Principle:** Anyone who induces or attempts to induce a voter to vote in a particular manner on the ground that the voter will face divine displeasure, shall be guilty of offence of interfering with free exercise of right to vote.

Facts: During election campaign period one candidate X told the voters that if they do not vote for her, voters will be cursed because the election candidate is the God's own child and those who do not vote for her, they will not be liked by God.

(a) X has committed an offence

(b) X has not committed an offence because she only narrated what she felt

(c) X has not committed an offence because she has freedom of speech and expression

(d) X has not committed an offence because she did not compel anyone to vote for her

40. **Principle:** Doing of an act which causes common injury, danger or annoyance to public or which is likely to cause such injury or annoyance is Public nuisance. A common nuisance is not excused because it causes some nuisance or advantage.

Facts: 'A' a farmer having large farmlands burns crop residue (stubble) on his fields after harvesting the crop to make the field ready for next crop as this is the easy, fast and convenient method of making the field ready for next crop. His farmlands are adjoining a densely inhabited residential area and people pass through the smoke while travelling on the road adjoining his farmlands. The smoke caused by fire also enters the houses in the colony

(a) A has not committed any offence since he does not cause any specific injury to any specific person

(b) A has not committed any offence because he does not gain any advantage from persons living in the vicinity

(c) A has committed public nuisance

(d) A has not committed any offence because the alleged acts are done on the fields owned and used by him and acts are done without any intention to cause harm.

41. **Principle**: Death caused by rash or negligent act of a person is an offence.

Facts: X was driving his SUV car in a lonely road leading to a forest at 160 km per hour. Suddenly, someone appears from the forest on the road and in the resultant accident, the car hits the commuter causing his death.

(a) X is not guilty of an offence as the accident has occurred on a lonely road

(b) X is not guilty because there was no intention to kill the deceased

(c) X is guilty of an offence death by rash or negligent act

(d) X is not guilty because he was also injured in the accident

42. **Principle:** Whoever causes death by rash or negligent act commits an offence.

Facts: X is having a house on the roadside which is also having a street on the back of the house. He has a lawn on the back of his house where he has built a toilet. To prevent the intruders from entering his house, he got the fence charged with a high voltage live electric wire. Z was passing through the street at the backyard of the house of X and sat down to take rest near the fence. While getting up, his hands came in contact with the fence which was connected to high voltage electric wire causing his death.

(a) X has not committed any offence because he has right to prevent trespass

(b) X has committed an offence of causing death by rash and negligent act

(c) X has committed no offence because he does not have any enmity with X

(d) X has committed an offence of Murder

43. **Principle:** Killing is not murder, if it is committed in a sudden fight without pre-meditation in a heat of passion upon a sudden quarrel.

Facts: X and Y were buying liquor from a liquor shop at 7 pm. Y abused X and there was quarrel between them. X told Y that he will not spare him and Y shouted that his house is adjoining the shop only and if X had the guts, he can come anytime. X went back to his shop which was nearby, procured a knife and went to Y's residence at 9 pm and stabbed him to death.

(a) X has committed murder

(b) X has not committed an offence of murder since it was committed in sudden fight in a heat of passion

(c) X has not committed murder of Y because he had no enimity with Y

(d) X has committed no offence

44. **Principle:** Use of criminal force intentionally knowing that it would cause or is likely to cause injury or annoyance to the person against whom force is used, is an offence.

Facts: X, a renowned social worker who had launched a movement for liberation of women, pulls up a Muslim women's veil in public in good faith without her consent causing annoyance to her.

(a) X is a renowned social worker and he has committed no offence because his motive was good

(b) X acted in good faith to liberate her from clutches of tradition and has hence has committed no offence

(c) X has done the act in public and not in secrecy therefore had not committed any offence

(d) X has committed an offence by use of criminal force

45. **Principle:** Inducing any animal to move or to change its motion and thereby intentionally causing fear of injury or annoyance to others by such act, is an offence of use of criminal force.

Facts: X incites his dog to chase and run after his neighbour Y, to teach Y to stay away from him. The act is done without neighbour's consent and against his will

(a) X has committed no offence

(b) X has committed no offence because no harm is caused to Y

(c) X has committed no offence because he intention only to put fear in the mind of Y

(d) X has committed an offence of use of criminal force

46. **Principle:** A spouse is not permitted to put in evidence in any court, any communication during marriage between the spouses without the consent of the person who made the communication.

Facts: X who is the wife of Y saw her husband (Y) coming out of the neighbour's house at 6.00 am in the morning. Y told his wife X that he has murdered the neighbourand handed over the jewellery of that neighbour to his wife.

(a) X is allowed to appear as a witness in court to depose that her husband has told her that he committed a murder

(b) X is not allowed to appear as a witness at all in any court

(c) X is not allowed to appear as a witness to depose what was told by the husband to her, however, she can depose what she saw

(d) X is an independent woman and she can do whatever she wants

47. **Principle:** Oral evidence must always be direct i.e. of the person who says he saw the event and hearsay evidence is no evidence.

Facts: X was told by Y (whom X trusts) that Z has murdered A

(a) Statement of X is admissible

(b) Statement of X is not admissible because he has not seen Z murdering A

(c) Statement of X is admissible because he trusts Y and Y never tells a lie

(d) Statement of X is admissible because he is a renowned social activist and has a huge reputation to fight for the truth

48. **Principle:** Terms of any written contract can be proved by producing the written contract only and oral evidence is excluded.

Facts: A gives B receipt for money paid by B. Oral evidence is offered to prove payment.

(a) Oral evidence to prove payment is allowed

(b) Oral evidence to prove payment is not allowed

(c) Oral evidence is always allowed to prove all facts

(d) Oral evidence is generally disallowed

49. **Principle:** Employer is liable for the injury caused to the employee in the course of his employment.

Facts: X organized a party and hired a caterer. During the party, generator set went out of order and he requested one employee of caterer i.e. Y to bring the mechanic on his vehicle and promised to pay 1000 for the same to Y. Y met with an accident while going to fetch the mechanic and he seeks compensation.

(a) X is liable as Y was working in the course of employment offered by X

(b) X is not liable as Y is not his employee

(c) X is liable because party was organized by him

(d) Caterer is liable as Y is his employee

50. **Principle:** Master is liable for the acts of his servant done in the course of his duties.

Facts: X hired an employee Y in his construction business. Y was the property in-charge who received construction material and gave receipts for the material received by him. Z claimed payment for cement supplied to X which was duly received by Y. X denied the payment on the ground that he has only received half of the material and the balance was misutilized by the employee Y.

(a) X is liable for the entire amount

(b) X is liable for the part amount only i.e. for payment of the cost of half of the material

(c) X is not liable for the misconduct/embezzlement of his employee

(d) Z can claim the balance payment only from Y

ANSWERS AND EXPLANATIONS

1.	(b)	2.	(d)	3.	(b)	4.	(d)	5.	(a)	6.	(a)	7.	(a)	8.	(a)
9.	(b)	10.	(b)	11.	(b)	12.	(d)	13.	(b)	14.	(a)	15.	(c)	16.	(d)
17.	(a)	18.	(b)	19.	(b)	20.	(a)	21.	(a)	22.	(a)	23.	(a)	24.	(a)
25.	(c)	26.	(a)	27.	(a)	28.	(b)	29.	(a)	30.	(b)	31.	(a)	32.	(b)
33.	(c)	34.	(d)	35.	(d)	36.	(b)	37.	(a)	38.	(d)	39.	(a)	40.	(c)
41.	(c)	42.	(b)	43.	(a)	44.	(d)	45.	(d)	46.	(c)	47.	(b)	48.	(a)
49.	(a)	50.	(a)												

1. Answer: (b)

Explanation: In order to convert a proposal into promise, the acceptance must be:
(a) Absolute and unqualified, and
(b) Expressed in some usual and reasonable manner, unless the proposal prescribes the manner in which it is to be accepted.
In simple terms, acceptance should be on exact same terms as the proposal.
In the present case, A made a proposal to sell a chair for Rs. 500 to B. In order to convert this proposal into promise, B should have accepted the price as stipulated by A. However, B instead desired to buy the chair for Rs. 400 and proposed the same to A. This act by B is not acceptance but a counter proposal.

2. Answer: (d)

Explanation: The principle explicitly provides that an agreement entered with a 'boy' below the age of eighteen years is not enforceable by law. As per the facts, the agreement has been entered with a 'girl' whose age is seventeen years. The principle is completely silent about the consequence of an agreement with a 'girl' who is below eighteen years. Hence, no inference can be drawn in the present case.
Option (a) would have been a good answer only in the absence of option (d).

3. Answer: (b)

Explanation: Since law does not recognize agreements pertaining to prohibited items as per the Principle given, such agreements cannot be enforced in a court of law. Here an agreement has been entered into for sale of liquor. Such an agreement is illegal as per the law and as a result will not be legally recognized. Hence, no legal action can be taken against A for failure in supplying the agreed quantity in the present case making option (b) the most appropriate answer.

4. Answer: (d)

Explanation: An offer which is not communicated **is** no offer and there is no communication of it unless the other party knows about it. There cannot be a partial or incomplete communication of an offer.
In context of a proposal made through a letter, it can be discerned that only when a person is aware of the contents of a letter making the proposal, the communication of proposal can be said to have been completed. This is only possible if a person reads the letter himself/herself or someone else informs the concerned person about the contents of the letter. Hence, the correct option is (d).

5. Answer: (a)

Explanation: The principle clearly states that an agreement can be entered into:
(a) Orally,
(b) In writing
(c) Or even by conduct.
Here, A went to the shop of B and picked up a toothbrush. Thereafter he handed over a cheque of twenty rupees to B and left the shop. It can be discerned from the entire course of events that A had intended to buy the toothbrush and handed over the cheque for the same purpose to B. Since B, without any objection accepted the cheque, it can be concluded that an agreement has been concluded between A and B through their conduct.

6. Answer: (a)

Explanation: For the sale of property to be complete, the only requirement is that the property is 'transferred' from the seller to the buyer. It is not required that the possession over such property also has to be transferred.
It is explicitly stated in the facts that A had sold his car to B. Despite the sale being effectuated, he kept the car in his possession, only because B had requested for the same. This factor has no bearing upon the validity of sale in the present case. Hence, the sale of car is complete making option (a) the most appropriate answer.

7. Answer: (a)

Explanation: The person entering into the contract must be a person who understands what he is doing and is able to form a rational judgment as to whether what he is about to do is to his interest or not.
The crucial point, therefore, is to find out whether he is entering into the contract after he has understood it and has decided to enter into that contract after forming a rational judgment in regard to his interest. A person who is incapable of forming a rational judgment at times can also make a contract provided that he was able to understand the terms completely and form a rational opinion at the time of making the contract.
Even if A generally remains in the state of madness, he can still make a contract if he was able to form a rational judgment at the time of entering into the contract.

8. Answer: (a)

Explanation: An agreement must be made with the free consent of the parties to the contract. A contract where the consent of a party or parties to the contract is caused by any element such as Fraud Misrepresentation, Coercion or Undue Influence, that is, where the consent is not free shall be called a Voidable Contract and shall be only enforceable at the option of the aggrieved party and not at the option of the other side.
Here, B's consent to the agreement was obtained by putting a gun on the head of B's girlfriend, that is, through exercise of coercion against B. Since B did not freely consent to enter into the agreement, it can only be enforced at B's option.

9. Answer: (b)

Explanation: This is a tricky one because of the alteration in the Principle.
The Principle stated that where one of the parties to a contract was in a position to dominate with respect to other party, then the "***dominating party can only enforce***" such contract. Relationship between a doctor and patient is one of utmost good faith as a patient generally believes the words of a doctor and acts accordingly. Hence, in dealings between a doctor and a patient, it is the doctor who is in a dominating position.
The patient had promised to pay the remaining amount of amount of ₹ 5,00,000/- once his treatment was over. He/She was subsequently cured of the fever. Strictly applying the principle, it can be said that the patient is liable to pay the rest amount and the present contract can be enforced against him/her by the doctor.

10. Answer (b)

Explanation: Enforcing any legal contract requires an element of consideration attached to it. Consideration is essentially a price that the promisee agrees to pay to the promisor. As per the principle, consideration has dual aspects. It can involve either agreeing to do some act or abstinence from doing something.
Here, Y (the promisee) agreed to abstain from drinking and smoking on the pretext that X (the promisor), will pay him an amount of 1,00,000/- as reward for doing so. Hence, consideration has moved from the side of Y in lieu of X's promise.

11. Answer (b)

Explanation: As per the principle, a promise to perform an impossible task is not legally binding and cannot be enforced against the other party. A's promise to discover treasure by magic is an impossible act in itself, hence, Law will not enforce the promise in the present case.

12. Answer: (d)

Explanation: As per the Principle provided to us, failure to fulfill one's promise results in a breach of the contract and makes other party eligible to claim compensation in the form of money for such breach.
Here, Y had made payment to X in lieu of his promise to repair the car engine which he fulfilled and the car was handed over back to X. It was after the repair that Y went for a drive and met with an accident due to bursting of tyres. It cannot be discerned from the given fact scenario that X's failure to repair the car had resulted in the bursting of tyres and Y's accident. There could be several other reasons also for the same. Hence, Y will not be entitled to receive compensation money from X.

13. Answer: (b)

Explanation: Theft involves:
(a) Taking of any moveable thing from the land of any person
(b) Without the consent of person from whose land the thing has been taken away.
The emphasis here should be on the two words "movable thing".
A Person cannot be categorized as a moveable thing. As a result, the current principle does not apply to the facts provided and as a consequence, there arises no obligation on the part of A or B to inform C about the fact of B accompanying A to the forest. Thus, A has not committed theft in the present case.

14. Answer: (a)

Explanation: An act will not qualify as an offence if it was done in good faith for the purpose of preventing/avoiding a larger harm or damage to either person or property. As a result, such an act will not be punishable.
Here A had jumped into swimming pool with a bona fide intention to save the boy from drowning. It was during the period when A was pulling up the boy that C hit A. A's retaliation can be considered to be influenced by this attack on his/her person. Had C continued hitting A, it would have resulted in boy's death in any case because it would have been impossible for A to save the boy under such circumstances. Additionally, this would have also caused harm to A's person. Hence, A's act of leaving the boy and hitting back at C was done in good faith to prevent a greater harm. Thus, it can be concluded A's act of leaving the boy which resulted in his death does not qualify as an offence.

15. Answer: (c)

Explanation: An act caused as a result of part action and part omission would qualify as an offence.
Here, D's death was a result of ***firstly,*** A's omission to provide any food to her and ***secondly,*** A's act of confining her in a room. Hence, it can be concluded that A committed the offence of killing D.

16. Answer: (d)

Explanation: An act done in the exercise of private defense to prevent greater harm to one's own body/property; or while a person is in a state of madness (unable to understand the nature and consequences of one's act), does not qualify as an offence.
Here, A killed B in order to protect himself from B who was trying to kill A under the influence of madness. Thus, A's attempt to kill B will qualify as an act of private defense and is not liable to be punished.

17. Answer: (a)

Explanation: The principle clearly imposes liability on a person for his/her acts as well as resulting consequences of such actions. The emphasis should be on the word "consequences" here.
B's death in the present case was a result of the gun shot which A fired to kill the animal. Regardless of the fact whether A had knowledge or not that the shot will kill B, he will be held liable for the death of B.

18. Answer: (b)

Explanation: Unsoundness of the horse is something that would affect the decision of a person to buy the horse as an unsound horse has no practical value to the buyer. Here, A did not disclose (kept silent) B about the unsoundness of the horse. However, as per the principle **mere silence** as to facts which would likely to affect the decision of a person to enter into a contract is not fraud. Hence, A has not committed fraud in the present case.

19. Answer: (b)

Explanation: In the present case, B had an explicit intention to defraud B (as stated in the facts itself) and in furtherance of the same obtained an amount of Rs. 500 from him by exercising fraud. Thus, he has clearly committed the offence of cheating.

20. Answer: (a)

Explanation: This is again a little trickier than it seems. As per the principle, defamation involves the publication of an imputation (an accusation that someone has done something undesirable). Publication is the act of making something generally known. There is no mention of 'reputation' her (and that is in fact the answer/reasoning we are looking for).
Here A circulated a pamphlet accusing S's sister of stealing the shoes of bridegroom and framed her as thief. Since the pamphlet was distributed among several individuals, the same can be said to have been published. As all the requirements of principle is satisfied, A is liable for defaming S.

21. Answer: (a)

Explanation: Under the legal doctrine referred to as 'respondent superior' (Latin for 'Let the superior answer'), an employer is legally responsible for the actions of its employees. However, this rule applies only if the employee is acting within the course and scope of employment. In other words, the employer will generally be liable if the employee was doing his or her job, carrying out company business, or otherwise acting on the employer's behalf when the incident took place.
The question here pertains to the liability of employer in the given fact scenario. The death of B was a result of the stone which fell down from A's basket while they were engaged in the employment activity. Hence, the employer will be liable in the present case.

22. Answer: (a)

Explanation: Damages are a remedy in the form of a monetary award to be paid to a claimant as compensation for loss or injury. To claim the award, the plaintiff must show that a breach of duty has caused foreseeable loss.
The returning officer had clearly violated A's right to vote by preventing him from voting at the elections. Though the candidate for which A was going to vote ultimately won, the very fact that his right has been violated would entitle him to claim compensation for the same.

23. Answer: (a)

Explanation: Where a party refuses to perform his promise entirely, the law still does not allow the other party to put an end to the contract. Here A, after engaging B's services terminated them even before the date his services were supposed to commence but it still won't absolve B of his duties/commitment. Applying the principle to current fact scenario, it can be concluded that B cannot terminate the contract.

24. Answer: (a)

Explanation: If a benefit accrues to an individual due to his/her wrongful act, the law will not prevent the concerned individual from taking advantage of such benefit as per the Principle given to us. The death of testator was a resultant effect of the accident which took place as A was driving while he was heavily drunk. Due to the death of testator (a consequence of A's wrongful act), entire property which earlier belonged to him/her will now devolve upon A. Hence, option (a) is the most appropriate answer.

25. Answer: (c)

Explanation: As per the principle, transfer of property is valid only if effectuated between two living persons. An unborn child cannot live independent of its mother and is not considered as a living person. Hence, the transfer of property by A in favour of his unborn child is invalid.

26. Answer: (a)

Explanation: As per the Principle given to us, if the creation of an interest is dependent upon a condition which becomes impossible due to the occurrence of certain events, such interest will no more be recognized in the eyes of law. Here C was dead on the day A gave 10 lakhs to B. However, as per the agreed condition B had to marry C for receiving the award; fulfillment of which became impossible due to C's death. Hence, B is not entitled to receive the amount of 10 Lakhs.

27. Answer: (a)

Explanation: The only tricky part about this question was the word 'after'. As per the principle, a condition attached to a particular event can be complied even "after" the event has already occurred. Here B was required to marry with the consent of C, D and E in order to be entitled to receive the amount of Rs. 5000. Though B married even before he took the consent of C, D and E, he can still take consent of C, D and E in order to be eligible to receive the said award of Rs. 5000.

28. Answer: (b)

Explanation: As per the problem, B was eligible to obtain the benefit of agreement if he did not go to England within a period of three years. It has been explicitly stated in the facts that B did not go to England within the stipulated period thereby fulfilling the condition prescribed. Hence, B's interest in A's farm still survives.

29. Answer: (a)

Explanation: The Principle states that all the alleged facts which are connected to a particular incident, whether occurring in the same place or not are relevant.
Though the murder in present case occurred in India, the conspiracy (plan) for the same was hatched in England. Applying the principle to the current scenario, the fact that conspiracy occurred in England is relevant and hence, option (a) is the most appropriate answer.

30. Answer: (b)

Explanation: The principle requires an individual bringing a claim before court to prove the same. Here A has accused B, C and D for a crime. Applying the principle to the current fact scenario, it can be concluded that onus is on A to prove that B, C and D have committed the crime

31. Answer: (a)

Explanation: A has clearly defrauded the U.S court by producing fake documents in order to obtain a judgment in his/her favour. Hence, the judgment obtained in U.S (foreign judgment) is not binding upon the parties and they are free to free to file a new suit and obtain a fresh decision on the same facts.

32. Answer: (b)

Explanation: Decision given by a court is rendered null and void owing to lack of jurisdiction over the subject matter. It is explicitly provided in the facts that the court from which A obtained the judgment had no jurisdiction to decide the subject matter. Hence, the decision cannot be enforced by virtue of it being null and void.

33. Answer: (c)

Explanation: As per the principle, civil suit can be filed where the defendant:
(a) resides or
(b) carries on business
Additionally, civil suit can also be filed where the cause of action pertaining to the case had arisen.
Payment has to be recovered by A from B which makes B the defendant in present case. B carries on business in Mumbai. Furthermore, purchase and delivery of goods was effectuated in Gurgaon. Hence, it is the place where cause of action has arisen. Hence, suit can be filed either at Mumbai or Gurgaon.

34. Answer: (d)

Explanation: As per the principle, civil suit can be filed where the defendant:
(a) resides or
(b) carries on business
Additionally, civil suit can also be filed where the cause of action pertaining to the case had arisen.
Here suit has been filed by A (plaintiff) for payment of consideration against B (defendant). A carries business at Haryana. Furthermore, the agreement in present case was executed in New Delhi for supply of goods to be delivered at New Delhi. Hence, it is the place where cause of action can be considered to have arisen. Hence, a civil suit by B can be filed at Haryana or New Delhi.

35. Answer: (d)

Explanation: The principle provides that decisions can be executed by a court only if it has territorial jurisdiction or jurisdiction over the person concerned.
The facts clearly mention that X was a resident of Maharashtra and had properties both in Maharashtra and Gujarat. The Maharashtra court has jurisdiction over X as he is a resident of the State. The fact that his properties are located in Maharashtra and Gujarat gives the respective State Courts and the jurisdiction over them as well. In the absence of any other information regarding the properties associated with the contract, option 4 provides a clear and direct answer and New Delhi court can transfer the proceedings to either of the courts, that is, Maharashtra or Gujarat.

36. Answer: (b)

Explanation: The facts clearly mention that A was being dragged by the lion and was crying for help. It was under these circumstances that B picked up A's gun and fired at the lion (to save A) which accidentally hit A. Thus, B's action was directed towards the benefit of A, even though he did it without A's consent.

37. Answer: (a)

Explanation: The last part of the Principle clearly stipulates that the defense of intoxication is available only if the same was administered without the knowledge or against the will of the person claiming the defense.

In the present facts, though A had persistently persuaded B and C to drink alcohol, they drank it on their own volition having full knowledge of their acts. Hence, the requirements of the principle are not met and C is liable for the injuries he hurdled on B.

38. Answer: (d)

Explanation: As per the principle, the right to private defense to save oneself and one's property is available only ***if there was no recourse to public authorities*** for the help.

In the instant case, after receiving information of Y's plan to cause damage to X' crop, he had the opportunity to take help from the police since the police station was just a kilometer away. But he refused to do so and instead decided to handle the situation in a violent manner with the help of his family members. Hence, X and his family members are liable.

39. Answer: (a)

Explanation: X tried appealing to the religious beliefs of the people by claiming herself to be God's own child. She also mentioned that those who do not vote for her will not be liked by God and be cursed instead; thereby trying to induce people fear to vote in her favour through fear. Such statements concerning religious elements have the capacity to influence the voters and are clearly violating the principle given to us. Hence X shall be guilty of the offence of interfering with free exercise of right to vote.

40. Answer: (c)

Explanation: Smoke arising as a result of fire has the tendency to harm and create inconvenience to the public. In the present case, A burnt out his crop residue to facilitate easy preparation for the next harvest. His farmland was situated adjoining a densely inhabited residential area and people passed through the smoke while travelling on the road adjoining his farmlands. The smoke caused by fire even entered the houses in the colony. It can be certainly said that A's actions have resulted in common annoyance to the public. Hence, A is liable for public nuisance.

41. Answer: (c)

Explanation: The question to be answered is whether the act described in the facts is rash or not

If death is caused as a result of rash of negligent act of a person, then such act would qualify as an offence and the concerned person is liable to be punished for such act. Rashness means doing an act with the consequences of a risk that evil consequences will follow but with the hope that they will not happen. The criminality is lies in running the risk of doing such an act with recklessness or indifference as to the consequences. Negligence, on the other hand is the omission to do something which a reasonable man, guided by those considerations which ordinarily regulate the conduct of human affairs would do, or doing something which a prudent and reasonable man would not do.

Though X was driving his SUV in a lonely forest, there can still be possible contingencies such as presence of animals on road or other commuters going through the same way which would require him to stop or even slow down the car. The speed at which he was driving was 160 km/hand cannot be considered as the speed at which any prudent man would drive his car in such circumstances. Hence, X is guilty for the offence of death by rash or negligent act

42. Answer: (b)

Explanation: If death is caused as a result of rash of negligent act of a person, then such act would qualify as an offence and the concerned person is liable to be punished for such act. Rashness means doing an act with the consequences of a risk that evil consequences will follow but with the hope that they will not happen. The criminality lies in running the risk of doing such an act with recklessness or indifference as to the consequences. Negligence, on the other hand is the omission to do something which a reasonable man, guided by those considerations which ordinarily regulate the conduct of human affairs would do, or doing something which a prudent and reasonable man would not do.
X had installed high voltage live electric wire for the purpose of preventing the intruders in his house which was located on the roadside with a street on the back of the house. Since people would be passing through the area, it can reasonably be expected that someone might come in contact with the wire and the same could result in death as voltage running through the wire was high. Furthermore, intruders could have been prevented even with a low voltage wire. It was this rashness and negligence on X's part which resulted in the death in present case. Hence X has committed an offence of causing death by rash and negligent act

43. Answer: (a)

Explanation: The principle clearly exempts an individual from any liability if killing occurred on account of sudden fight that started without any pre mediation upon the heat of passion on a sudden quarrel. It implies that there is only that heat of passion which clouds men's sober reason and urges them to deeds which they would not otherwise do. In the present case, X went back to his shop procured a knife and went back to Y's residence and stabbed Y to death. The act of stabbing Y to death occurred after **two hours** of the quarrel and verbal altercation, that is, around 9 pm. Period of two hours is long enough for a person to calm down. The entire course of events in present case shows that X could understand the implication of his actions while he stabbed Y. Hence, X is liable for the offence of murder.

44. Answer: (d)

Explanation: As per the principle, an act of **intentionally** using force against any person with the **knowledge** that the act will result/is likely to result in causing injury or annoyance to other person is punishable as an offence.
The act of pulling up a Muslim women's in public without her consent caused annoyance to her. Though the act was done in good faith, one has to look at whether X had the knowledge that his act could result in or likely to result in causing annoyance to the Muslim women. Looking at the entire fact scenario from the lens of a reasonable person, it can be discerned that pulling a Muslim women's veil and that too without her consent had the capability to result in causing annoyance to her. Hence, X is liable for criminal use of force.

45. Answer: (d)

Explanation: The facts explicitly provide that the sole reason for inciting his dog by X was to make the dog run after his neighbor in order to teach Y to stay away from him. This act of inciting the dog, that is, inducing the dog to move/change its motion, clearly resulted in annoyance to Y. Hence, X is liable for criminal use of force against Y.

46. Answer: (c)

Explanation: Applying the above principle to the facts, it can be observed that X cannot disclose any communication made to her by Y while they were married until and unless Y consents to the same. Hence, X cannot be allowed to appear as a witness to depose what was told by the husband to her. However, the principle nowhere prohibits disclosure of events witnessed by either spouse concerning the other person. Hence, X is still allowed to dispose that she saw her husband (Y) coming out of the neighbour's house at 6.00 am in the morning.

47. Answer: (b)

Explanation: As per the principle, oral evidence of the eye witness, that is, a person who saw the event can only be allowed. Furthermore, it also states that hearsay evidence is also considered as inadmissible. Here X was informed by Y that Z had murdered A. X did not himself/herself witness the killing, when it took place. Hence, Statement of X is not admissible. The fact that X trusts Y is immaterial for the purpose of deciding the present case.

48. Answer (a)

Explanation: The question seems ambiguous on plain reading of the facts. Though, if we strictly go by section 91 of the Indian Evidence Act, option (a) is the correct answer. Illustration (e) of Section 91 states that "A gives B receipt for money paid by B. Oral evidence is offered of the payment. The evidence is admissible."

But it is unfair to expect the students to know section 91 of the said Act. The students should leave such ambiguous questions in the exam.

49. Answer: (a)

Explanation: Under a legal doctrine referred to as 'respondent superior' (Latin for 'Let the superior answer'), an employer is legally responsible for the actions of its employees. However, this rule applies only if the employee is acting within the course and scope of employment. In other words, the employer will generally be liable if the employee was doing his or her job, carrying out company business, or otherwise acting on the employer's behalf when the incident took place.

In the present fact scenario Y was an employee of caterer bestowed employed to work under different capacity than what he was carrying out when Y got injured. However, it has to be noted that he was explicitly asked by X to bring the mechanic on his vehicle and X even promised to pay ₹ 1000 for the same to Y. Thus, Y was acting within the course of employment when he got injured. Hence, X is liable in the present case as an employer.

50. Answer: (a)

Explanation: If a servant does a wrongful act in the course of his employment, the master is held liable for it in the eyes of law. Y was property in charge employed by X. He had received construction material as well as gave receipts for the same while acting in his capacity as an employee of X. It does not matter whether X received only half or entire material. Since the entire course of transaction with Z was carried out by Y acting within the course of his employment, liability can be imposed upon X in the present case for the entire amount. Hence, option (a) is the most appropriate answer.