COMMON LAW ADMISSION TEST 2024 (UG) - MODEL QUESTION PAPER

English Language

Since long, we have witnessed unimaginable levels of success and failure of various projects, businesses, scientific missions and even wars. From such triumphs and defeats emerges the much-debatable thought: Is planning and strategy more important than execution? Some project leaders and their teams are of the view that planning leads to clarity of objectives; it helps to set the timeline and the budget. Consequently, when the planning is haphazard and unstructured, the very aims of the projects become hazy. This further leads to unprecedented budget collapses and poor time management. In some cases, teams have worked relentlessly to complete assignments, but poor planning has invariably led to customer dissatisfaction and at times a complete collapse of the entire project. In the words of Benjamin Franklin, "Failing to plan is planning to fail."

Numerous entrepreneurs have the faith that strategies help to enhance not only speed and quality of production but also consumer satisfaction. If there are no strategies to tackle unplanned events or unexpected interruptions, there is a possibility of entire projects coming to a grinding halt. Some of the world's best airports, bridges and astronomical missions are the result of careful planning and excellent strategies. However, there are some architects, artists and entrepreneurs who prefer to dive straight from the board of ideas into the pool of execution. They believe that suitable strategies are best shaped during the process of execution; great plans and strategies can fail while encountering unexpected situations.

Steve Jobs says, "To me, ideas are worth nothing unless executed. They are just a multiplier. Execution is worth millions."

According to Bill Gates, unhappy customers are the greatest source of learning. Fickle-minded consumers and wavering market trends can mar projects that stand on fixed plans. It is the need-based, flexible and innovative strategies that help to withstand the impact of these vacillating desires and trends.

After rigorous planning and testing a new recipe on two lakh consumers, in 1985, the company Coke brought out the New Coke. Much to the company's dismay, the product did not take off as expected and the financial loss was enormous. The company realized that during the process of data collection, it had not considered the product-loyalty and old-fashioned habits of the consumers.

Hence, a balance of pragmatic planning, effective strategies and efficient execution is likely to ensure the accomplishment of tasks at each stage of a project. Successful execution is not an easy journey. The road is winding and bumpy. It may require tweaking or at times abandoning the original plan and re-designing it.

Often, we turn to nature for inspiration. Think plans and strategies are the seed; execution is the nourishment; consumer is the capricious weather.

Question 1. The passage can be best termed as

a. Expository

- b. Descriptive
- c. Abstract
- d. Narrative

Question 2. The author's main purpose is to

- a. Suggest that people succeed only when they have great strategies.
- b. Highlight the fact that execution is as indispensable as planning and strategy.
- c. Illustrate the impact of poor planning and weak strategy.
- d. Highlight the hurdles that come in the way of execution.

Question 3. From the failure of New Coke, the company learnt that

- a. Tested and tried strategies are essential for success.
- b. Surveys and data calibration are a sheer waste of time.
- c. Consumers change brand preferences too frequently.
- d. Changes in consumers' habits should not be taken for granted.

Question 4. For the accomplishment of a project, Steve Jobs

- a. Propagates an approach that is similar to Benjamin Franklin's.
- b. Suggests an approach that is different from Benjamin Franklin's.
- c. Believes that the main control is in the hands of consumers.
- d. None of the above.

Quesiton 5. The _____ in 'consumer is the capricious weather' refers to the demands of the customers.

- a. Onomatopoeia..... stagnant
- b. Simile..... unpredictable
- c. Metaphor..... wavering
- d. Anaphora..... oscillating

Since the worldwide inoculation process is going strong, vaccine diplomacy has become a hot topic. In their quest for ensuring vaccine security, a report by The New York Times, based on the data on vaccine contracts compiled by Duke University, shows that the advance purchase contracts made by some advanced countries for potential vaccines would vaccinate their population many times: the European Union, two times, the United States and the United Kingdom, four times, and Canada, six times. The expectation that an early vaccination will bring back normalcy and a required push to economic growth fuelled many advanced countries to engage in vaccine battles. The arguments of public good and global cooperation have gone out of the window now. While advanced countries have turned their back on the need of poor countries to access COVID-19 vaccines, India has displayed empathy to their needs. India has taken a

position that a significant percentage of the approved doses will be permitted for exports. While its exports to neighbouring countries will be under grant mode, initial shipment of vaccines to least developed countries will be free of cost. And, shipments of vaccines from India have already started reaching different parts of the developing world. While India is in its first phase of vaccination to cover health-care workers, exports from India are helping other countries also in initiating phase one of their vaccination programme, a gesture well appreciated globally. In a democracy, one can expect the backlash of sending vaccines abroad without vaccinating its population. Nevertheless, India's approach only reinforces the need of having coordinated global efforts in bringing COVID-19 under control. This response manifests India's unstinted commitment to global development and has consolidated its name as the world's pharmacy. The attitude of India towards vaccinating the populations in the poorer countries has generated discussion in the richer countries about the necessity for more proactive measures to roll out vaccines to the developing nations.

Question 6. Which of the following best describes the purpose of this passage?

- a. To encourage vaccine nationalism, and discourage global cooperation.
- b. To discourage vaccine nationalism, and encourage global cooperation.
- c. To encourage poor countries and discourage advanced countries.
- d. To encourage India to provide vaccines to poor nations.

Question 7. The term 'inoculation process' as used in the passage means

- a. Production and distribution of vaccines.
- b. Global struggle for vaccines.
- c. Pharmaceutical production of vaccines.
- d. Artificially inducing immunity.

Question 8. Advanced purchase contracts of vaccines by developed countries are premised on hopes that

- a. Vaccination will restore normalcy and thrust economic recovery.
- b. Vaccination will bring back powers to nations.
- c. Vaccination will promote global well-being and growth.
- d. Vaccination will protect the health of the world population.

Question 9. The author cautions that India's approach in vaccine distribution may have negative repercussions among

- a. People from advanced countries.
- b. People from poor countries.
- c. People from developing countries.
- d. People from India.

Question 10. Among Sustainable Development Goals (SDGs), the third goal reads, "Ensure healthy lives and promote well-being for all at all ages". Which of the following sentences from the passage reflects the reversal of this SDG?

- a. The arguments of public good and global cooperation have gone out of the window now.
- b. Advanced countries have turned their back on the need of poor countries to access COVID-19 vaccines.
- c. The advance purchase contracts made by some advanced countries for potential vaccines would vaccinate their population many times.
- d. All the above.

Current Affairs and General Knowledge

Starting in April 2020, China amassed a large number of troops and armaments along the disputed Line of Actual Control (LAC) in eastern Ladakh and other areas along the LAC, leading to stand-offs and skirmishes at certain points. The People's Liberation Army (PLA) moved into Indian territory and built fortified structures and defences, changing the status quo on the ground. While there are differences in perception on the alignment of the LAC, over the years both sides concluded a series of agreements to maintain peace and tranquillity on the border, while talks continued to resolve the dispute. Since then, several friction points emerged in eastern Ladakh and both sides initiated diplomatic and military talks aimed at disengagement and de-escalation, with India pushing for the restoration of status quo ante of pre-April. India and China earlier reached an understanding for phased disengagement from all friction points followed by de-escalation from the depth areas along the LAC.

Question 11. Violent clashes between Indian and Chinese army which resulted in death of around 20 Indian soldiers and an unknown number of Chinese soldiers occurred on

- a. May 5, 2020
- b. June 11-12, 2020
- c. June 15-16, 2020
- d. July 13, 2020

Question 12. Where did the violent clashes between Indian and Chinese soldiers occur which caused casualties on both sides?

- a. Naku La
- b. Dhan Singh Thapa post
- c. Galwan Valley
- d. Siachin

Question 13. The violent incident leading to death of soldiers took place at

- a. Patrol Point 13
- b. Patrol Point 14
- c. Patrol Point 15

d. Patrol Point 16

Question 14. The length of Line of Actual Control of Indo-China Border is

- a. 2788 km
- b. 3213 km
- c. 3317 km
- d. 3488 km

Question 15. Which of the following was resolved by way of an agreement between India and China in February 2021?

- a. Chinese side will move back its troops to east of finger 8 and Indian side will move its troops to its permanent base near finger 3.
- b. Both sides shall demolish structures built after April 2020.
- c. Moratorium on patrolling in the affected area.
- d. All of these

Legal Reasoning

It is essential to the creation of a contract that both parties should agree to the same thing in the same sense. Mutual consent, which should also be a free consent, is the sine qua non of a valid agreement and one of its essential elements is that a thing is understood in the same sense by a party as is understood by the other. Not only consent, but free consent is provided in Section 10 of the Indian Contract Act, 1872 to be necessary to the complete validity of a contract. Consent is free when it works without obstacles to impede its exercise. Where there is no consent or no real and certain object of consent, there can be no contract at all. Where there is consent, but not free consent, there is generally a contract voidable at the option of the party whose consent was not free. A general averment that consent was not freely obtained is not enough, and it is necessary to set up one of the vitiating elements such as fraud which includes, false assertion, active concealment, promise without intention of performing it, any other deceptive act, or any act declared as fraudulent. In order to constitute fraud, the act should have been done by the party to the contract, or by any other person with his connivance, or by his agent and with intent to deceive the other party thereto or his agent, or to induce him to enter into the contract. There is no duty upon parties to speak about facts likely to affect the other party's consent to the contract and mere silence does not amount to fraud, unless the circumstances of the case show that there is duty to speak, or silence is, in itself equivalent to speech. On the other hand, misrepresentation falls into three categories: (i) a statement of fact, which if false, would be misrepresentation if the maker believes it to be true, but which is not justified by the information he possesses; (ii) any breach of duty which gains an advantage to the person committing it by misleading another to his prejudice, there being no intention to deceive; and (iii) causing a party to an agreement to make a mistake as to the substance of the thing which is the subject of the agreement, even though done innocently.

Question 16. Which of the following statements correctly depicts the essentials of misrepresentation?

- a. A misrepresentation is a positive statement of fact, which is made or adopted by a party to a contract and is untrue.
- b. Misrepresentation and false representation do not mean the same.
- c. If one party has induced the other to enter into a contract by misrepresenting, though innocently, any material fact especially within his own knowledge, the party misled cannot avoid the contract.
- d. A misrepresentation is a negative statement of fact, which is made or adopted by a party to a contract and is true.

Question 17. Consider the statements given below and answer which one correctly describes a fraudulent act.

(I) The expression fraud means an intention to deceive, whether it is from any expectation of advantage to the party himself or from ill will towards the other is immaterial.

(II) A fraud is an act of deliberate deception with the design of securing something by taking an unfair advantage of another. It is a deception to gain from another's loss.

(III) Fraud arises out of deliberate active role of representator about a fact.

- a. (I), (II) are correct.
- b. (I) correct.
- c. (I), (II), (III) are correct.
- d. (I) and (II) are correct but (III) is incorrect.

Question 18. Which of the following statements is correct?

- a. Fraud is an innocent wrong whereas misrepresentation is an intentional wrong.
- b. The principal difference between fraud and misrepresentation is that in the former, the person making the suggestion does not believe it to be true and, in the latter, he believes it to be true.
- c. In fraud and misrepresentation both, it is not a misstatement of fact which misleads the promisee.
- d. Fraud and misrepresentation both are innocent wrongs.

Question 19. Mr. A sells a car to Mr. Y, his childhood friend with a knowledge that the car is defective. Before buying the car, Mr. Y says to Mr. A, "If you do not deny it, I shall assume that the car is perfect". Mr. A says nothing. In light of the statement, decide the liability of Mr. A.

- a. A's silence is equivalent to speech and hence a misrepresentation.
- b. A is not liable for fraud, but liable for misrepresentation.
- c. A is liable for fraud and misrepresentation both.
- d. A's silence is equivalent to speech and hence a fraud.

Question 20. In which of the following statements will a contract not be voidable at the option of a party?

- a. When a party takes consent by fraud.
- b. When a party takes consent by misrepresentation.
- c. A contract entered by fraud and misrepresentation is neither void nor voidable.
- d. When silence amounts to fraud, but the other party whose consent was taken had discovered the truth or had the means of discovering the truth with ordinary diligence.

It is a well settled principle of contract law that parties cannot by contract exclude the jurisdiction of all courts. Such a contract would constitute an agreement in restraint of legal proceedings and contravene Section 28 of the Indian Contract Act, 1872. However, where parties to a contract confer jurisdiction on one amongst multiple courts having proper jurisdiction, to the exclusion of all other courts, the parties cannot be said to have ousted the jurisdiction of all courts. Such a contract is valid and will bind the parties to a civil action.

Section 28. Agreements in restraint of legal proceedings, void-Every agreement, -

- (a) by which any party thereto is restricted absolutely from enforcing his rights under or in respect of any contract, by the usual legal proceedings in the ordinary tribunals, or which limits the time within which he may thus enforce his rights; or
- (b) which extinguishes the rights of any party thereto, or discharges any party thereto, from any liability, under or in respect of any contract on the expiry of a specified period so as to restrict any party from enforcing his rights, is void to the extent.

Parties cannot by agreement confer jurisdiction on a court which lacks the jurisdiction to adjudicate. But where several courts would have jurisdiction to try the subject matter of the dispute, they can stipulate that a suit be brought exclusively before one of the several courts, to the exclusion of the others.

Question 21. 'A', a resident of Mumbai, and 'B', a resident of Delhi, enter into an agreement for sale and supply of goods. The transaction takes place partly in Mumbai and partly in Delhi. There is a clause in the agreement which stipulates that in the event of a dispute between 'A' and 'B', the courts in Kolkata would have exclusive jurisdiction to decide the dispute. 'A' and 'B' agreed to the said clause in order to avoid dispute over choice betweenthe two proper places of jurisdiction- Mumbai and Delhi. In the given situation, which of the following statements is true?

a. The clause relating to jurisdiction is in restraint of legal proceedings.

- b. The clause relating to jurisdiction is not in restraint of legal proceedings.
- c. The clause relating to jurisdiction is valid as 'A' and 'B' have mutually agreed to the same.
- d. The clause relating to jurisdiction is valid as its object is lawful.

Question 22. 'A', a resident of Chennai, and 'B', a resident of Bengaluru, enter into an agreement for sale and supply of goods. The transaction takes place partly in Chennai and partly in Bengaluru. There is a clause in the agreement which stipulates that in the event of a dispute between 'A' and 'B', the courts in Chennai would have exclusive jurisdiction to decide the dispute. 'A' and 'B' agreed to the said clause in order to avoid dispute over choice between the two proper places of jurisdiction- Chennai and Bengaluru. In the given situation, which of the following statements is true?

- a. The clause relating to jurisdiction is in restraint of legal proceedings.
- b. The clause relating to jurisdiction is void.
- c. The clause relating to jurisdiction is valid as 'A' and 'B' have mutually agreed to the same.
- d. The clause relating to jurisdiction is valid as courts in Chennai have jurisdiction to decide the dispute.

Question 23. 'A', a resident of Agra, and 'B', a resident of Bhubaneswar, enter into an agreement for sale and supply of goods. The transaction takes place partly in Agra and partly in Bhubaneswar. There is a clause in the agreement which stipulates that in the event of a dispute between 'A' and 'B', neither of them can approach the court of law or take recourse to any alternative dispute resolution mechanism to settle the dispute. In the given situation, which of the following statements is true?

- a. The clause relating to jurisdiction is not valid as it is in restraint of legal proceedings.
- b. The clause relating to jurisdiction is not valid as the clause is vague and ambiguous.
- c. The clause relating to jurisdiction is valid as they have not restricted the choice of either party regarding choice of jurisdiction.
- d. The clause relating to jurisdiction is valid as no court's has been ousted by the clause.

Question 24. 'A', a resident of Ahmedabad, and 'B', a resident of Ranchi, enter into an agreement for sale and supply of goods. The transaction takes place partly in Ahmedabad and partly in Ranchi. Clause 6 of the agreement stipulates that in the event of a dispute arising between 'A' and 'B' within six months of the entering into contract, they can approach a court in either Ahmedabad or Ranchi (as both are proper places of jurisdiction), or take recourse to any alternative dispute resolution mechanism to settle the dispute. Clause 7 of the agreement stipulates that in the event of a dispute arising between 'A' and 'B' after the expiry of six months of entering into contract, the courts in Chennai would have exclusive jurisdiction to decide the dispute. In the given situation, which of the following statements is true?

- a. Clause 6 is void and Clause 7 is valid.
- b. Clause 6 is valid and Clause 7 is void.
- c. Both Clause 6 and Clause 7 are valid.
- d. Both Clause 6 and Clause 7 are void.

Question 25. According to the given passage, which of the following statements is true?

- a. Parties cannot by contract make a choice of jurisdiction.
- **b.** Parties cannot by contract exclude the jurisdiction of all courts.
- c. Parties can by contract confer jurisdiction on any court.
- d. Parties can by contract extinguish their rights under any contract.

Compassionate appointment is an exception to the general rule of appointment which is a way of providing employment to the family of the deceased employee on compassionate grounds. The objective is only to provide solace and succour to the family in difficult times and, thus, its relevancy is at that stage of time when the employee passes away. The mere death of an employee in harness does not entitle his family to such source of livelihood. The authority concerned has to examine the financial condition of the family of the deceased, and it is only if it is satisfied that, but for the provision of employment, the family will not be able to meet the crisis that the job is offered to the eligible member of the family. It was further asseverated in the said judgment that compassionate employment is not a vested right which can be exercised at any time in the future. It was further held that the object of compassionate appointment is to enable the family to get over the financial crisis that it faces at the time of the death of sole breadwinner. Thus, compassionate appointment cannot be claimed or offered after a significant lapse of time and after the crisis is over.

Question 26. Which of the following correctly states the intent behind the application of compassionate appointment?

- a. The norms, at the time of death of the government employee will be applicable and not the norms at the time of making an application.
- b. A dependent of a government employee cannot demand consideration of his/her application.
- c. The norms of the governmental or public authorities are not considered while applying for a compassionate appointment.
- d. The norms prevailing on the date of consideration of the application should be the basis for consideration of claim for compassionate appointment.

Question 27. Which of the following is not correct about the rule of compassionate appointment?

- a. Compassionate appointment is given to the family members of the deceased irrespective of their financial status.
- b. It is to mitigate the hardship caused to the family members after the death of earning member of the family.
- c. Compassionate appointment cannot be granted as a matter of vested right.

d. Compassionate appointment cannot be made in the absence of rules and regulations issued by the government or a public authority.

Question 28. Mr. Y, son of Mr. X, made a representation before ABC government company on January 4, 2018 that he should be given appointment on compassionate grounds as his father died during his employment in the company in 2000. Consider the given facts and decide whether Mr. Y is entitled to get compassionate appointment.

- a. Mr. Y is entitled to get compassionate appointment.
- **b.** Mr. Y is not entitled for compassionate appointment as a long period has elapsed since the death of his father.
- c. Mr. Y is entitled to get compassionate appointment depending on policy of the company in which his father was working.
- d. Mr. Y is not entitled to get compassionate appointment as it is the discretion of the company to refuse the said appointment.

Question 29. The Government of 'N' formulated a scheme for providing compassionate appointment to the dependants of government servants who retired on medical invalidation. By a further notification, the benefit of the scheme was restricted to cases where the government servants retired on medical invalidation, at least five years before attaining the age of superannuation. Consider the given facts, and decide which of the following is correct in relation to the validity of this rule of compassionate appointment?

- a. The scheme is valid subject to the approval of the dependents.
- b. The scheme is not valid as the offer of compassionate appointment to the dependent of a government servant who is medically invalidated is not an exception to the general rule.
- c. The scheme is not valid as it is unconstitutional.
- d. The scheme is valid as it is not arbitrary and the government has the right to formulate such rules.

Question 30. Which of the following is not correct regarding the nature of appointment on compassionate grounds?

- a. A request for compassionate appointment by the dependent relatives of the deceased must be preferred without any undue delay.
- b. The general rule of appointment may not be always applicable to compassionate appointments.
- c. The immediacy of the need is not the basis for the state to allow the benefit of compassionate appointment.
- d. It is a benefit given to the family members at the time of distress.

Logical Reasoning

One of the most important challenges for Indian diplomacy in the subcontinent is to persuade its neighbours that India is an opportunity, not a threat. Far from feeling in any way besieged by India, they should be able to see it as offering access to a vast market and to a dynamic, growing economy which would provide their own economies with far greater opportunities than more distant partners (or even their own domestic markets) could provide. This would go beyond economic benefits: as David Malone argues, "Economic cooperation represents the easiest 'sell' to various constituencies within the countries of the region. Were this to prove successful, cooperation on more divisive and sensitive issues, such as terrorism, separatism, insurgency, religious fundamentalism, and ethnic strife, could be attempted with greater chances of success." Winds of change are blowing in South Asia. There is a definite consolidation of democracy in all the countries of the region, every one of which has held elections within the last three years. Some of our neighbours have made significant strides in surmounting internal conflict and others are in the process of doing so. If India has to fulfil its potential in the world, we have no choice but to live in peace with our neighbours, in mutual security, harmony and cooperation. Just as Nehru left Robert Frost's immortal lines "Miles to go before I sleep" on his bedside table when he died, Shastri kept some lines of the founder of the Sikh faith, Guru Nanak, on his desk. When translated into English they read: "O Nanak! Be tiny like the grass, for other plants will wither away, but grass will remain ever green." Shastri was seen by many Indians of exalted ambition as a tiny man, but he had the mind and heart of a giant. His vision of peaceful coexistence with our neighbours, through adopting the demeanour, the modesty and the freshness of grass, may well be the best way for India to ensure that its dreams remain evergreen in its own backyard. Question 31. As per the passage, which of the following is a challenge for India?

- a. To develop an intimidating surrounding for its neighbours.
- b. To manifest India as a land of opportunities.
- c. To restrict access to economic activities to its neighbours.
- d. To propagate the practice of threatening neighbours for greater opportunities.

Question 32. "If India has to fulfil its potential in the world, we have no choice but to live in peace with our neighbours, in mutual security, harmony and cooperation." In the context of the statement, which of the following strengthens the author's opinion?

- a. Peace and prosperity cannot work in consonance.
- b. India should assert its might over its neighbours.
- c. Peaceful coexistence with neighbours is the key to India's stellar growth.
- d. India can offer myriad opportunities for its neighbours by working in seclusion.

Question 33. Which of the following is the central theme of the above passage?

- a. The objective of attaining peaceful co-existence and cooperation with the neighbours.
- b. The dominance of India on its neighbouring countries.
- c. Emergence of India as a global power.

d. Prioritising the economic opportunities for India.

Question 34. Which of the following is correct expression of the author's opinion as stated in passage?

- a. India should strive for greater economic integration which should be politically and administratively feasible.
- b. India can see borders as barriers, and border areas as buffer zones but not as gateways of opportunity.
- c. India's stellar economic growth is thwarting her own opportunities.
- d. It is not in India's interest to be generous to neighbouring countries.

Question 35. Which of the following can be inferred from the above passage?

- a. There is no nexus between cooperative existence and economic growth of a nation.
- b. Unless India's region becomes more self-centred, India is unlikely to develop into more than a regional power.
- c. India can only become a great power if it works in isolation to achieve the desired goals.
- d. India cannot aspire to be a great power without the cooperation of neighbours.

Logical Reasoning

A newly formed state government wants to bring more development in the state. Therefore, the government proposed to launch various welfare programmes. Before bringing up any welfare programme, the state government intended to understand the population percentage of the state by age groups, so that the government could plan the welfare programmes accordingly. The state government found that the state's 30 per cent of the population were children between the age group of 0-15. Next to child population, 17.75 per cent of the population were adolescents between the age group of 16 and 25. The early adult population, i.e., the age groups 26 to 35 were 17.25 per cent, 36 to 45 were 14.50 per cent, respectively. The population who are between the age group of 46 to 55 constitute 14.25 per cent and the elderly population of the state, i.e., 56 to 65 (5.12%) and 66 above (1.13%) was comparatively less than the other age groups. To get a better clarity, the state government concerned is seeking the answers to following questions: Question 36. Out of every 5,600 persons, what is the number of persons below the age of 26 years?

- a. 2515
- b. 1746
- c. 1660
- d. 2674

Question 37. There are 400 million people below 36 years. How many million (approx.) people are in the age group 56-65?

- a. 32.72 million
- b. 25.75 million
- c. 31.50 million
- d. 59.30 million

Question 38. If there are 20 million people in the age group 56 to 65, what is the difference between the number of people in the age groups 16-25 and 46-55?

- a. 15.6 million
- b. 12.18 million
- c. 28.4 million
- d. 34.7 million

Question 39. If the difference between the number of people in the age groups 46-55 and 26-35 is 15.75 million, then total population of the state is approximately?

- a. 360.23 million
- b. 390 million
- c. 400 million
- d. 525 million

Question 40. Which age group accounts for the maximum population in the state?

- a. 16 to 25
- b. 26 to 35
- c. 36 to 45
- d. None of the above.