

- (a) B agrees to change her sitting position
- (b) C agrees to change her sitting position
- (c) G agrees to change her sitting position
- (d) H agrees to change her sitting position.

149. During sitting:

- (a) A will be directly facing C
- (b) B will be directly facing C
- (c) A will be directly facing B
- (d) B will be directly facing D.

150. H will be sitting between:

- (a) C and B
- (b) A and F
- (c) D and G
- (d) E and G.

Directions (151-200): This section consists of fifty (50) questions. Each question consists of legal propositions/principles (hereinafter referred to as 'principle') and facts. These principles have to be applied to the given facts to arrive at the most reasonable conclusion. Such principles may or may not be true in the real sense, yet you have to conclusively assume them to be true for the purposes of this section. In other words, in answering the following questions, you must not rely on any principles 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 interest towards study of law, research aptitude and problem solving ability even if the "most reasonable conclusion" arrived at may be unacceptable for any other reason. It is not the objective of this section to test your knowledge of law.

151. PRINCIPLE: When an offer is accepted by a person to whom it is made, it becomes a promise. But this promise will become legally binding only when the acceptance of the offer is unconditional.

FACTS: Ram makes an offer to sell his house to Shyam for ₹50 lacs. Shyam accepts this offer but wants to pay the price of the house in five quarterly instalments. Ram does not agree to it. Thereafter Shyam agrees to pay the price of the house in the way as originally desired by Ram. But Ram does not reply to it. Can Shyam compel Ram to sell his house to him?

- (a) Shyam can compel Ram to sell his house because Shyam ultimately agrees to pay the price as originally desired by Ram.
- (b) Shyam can compel Ram to sell his house because Shyam in the first instance substantially complied with the desire of Ram.
- (c) Shyam can compel Ram to sell his house because Ram's offer does not exclude the payment of price in installments.
- (d) Shyam cannot compel Ram to sell his house because Shyam imposes a new condition about payment of price of the house while accepting the offer which is not ultimately accepted by Ram.

152. PRINCIPLE: Generally an agreement without consideration is not valid. Therefore, in order to make a valid agreement, some consideration which may have some value in the eyes of law, is essentially required.

FACTS: William has an old car of which he makes seldom use. He voluntarily enters into an agreement with Smith to sell this car for rupees ten thousand. Thereafter one Anson approaches William and offers to buy that car for rupees one lac as the car was one which Anson has been searching for long. Now William wants to cancel his agreement with Smith and refuses to deliver the car to him saying that consideration (price) for the car

promised by Smith is negligible and, therefore, agreement with him cannot be said to be valid one.

- (a) William can cancel his agreement with Smith as the consideration involved in that is really inadequate
- (b) William cannot cancel his agreement with Smith as the sale of car for rupees ten thousand was voluntary and this price has some value in the eyes of law.
- (c) William can cancel his agreement with Smith as he was ignorant about the value/price of the car for which it could be sold.
- (d) William can cancel his Agreement with Smith as he is entitled to get full market value/price of his car.

153. PRINCIPLE: In order to be eligible to appear in the semester examination, a student is required to attend, under all circumstances, at least 70% of the total classes held in that semester as per University rules.

FACTS: Anand, an economically poor but a very brilliant student of LL.B. final semester, while going to his University by cycle received some leg injuries in road accident. Consequently Anand could not attend his classes for one week as he was advised rest by his doctor for that period. Due to this absence from the University, Anand failed to have 70% attendance essential to appear in the examination and, therefore, he was debarred from appearing in the examination by the University authorities. Anand challenges this decision in the court of law.

- (a) Anand will succeed in the court of law as the accident was beyond his control
- (b) Anand will definitely get favour of the court on humanitarian ground as he comes from a economically poor family and may not afford to take readmission
- (c) Anand will not succeed as he could very easily fulfil eligibility criteria for appearing in the examination by being reasonably regular in the class throughout the semester
- (d) Anand will succeed as requirement of 70% attendance may be declared arbitrary and, therefore, unreasonable by the court of law.

154. PRINCIPLE: A seller of goods cannot transfer better rights than he himself possesses in the goods sold to the buyer.

FACTS: Komal leaves his watch by mistake on a seat in the park, Sonal finds that watch and immediately sells the same for good price to Monal who without inquiring whether Sonal is its owner or not. Komal later on claims that watch from Monal. Decide whether Komal can succeed.

- (a) Komal cannot succeed as Monal has paid good price of the watch
- (b) Komal cannot succeed as Monal is unaware of the fact that Sonal is not its owner
- (c) Komal cannot succeed as it was his carelessness and nothing else which enabled Sonal to sell the watch to Monal
- (d) Komal cannot succeed as Sonal is merely finder of the watch and, therefore, cannot transfer ownership rights thereon to Monal.

155. PRINCIPLE: All citizens shall have the fundamental right to carry on any occupation, trade or business but reasonable restrictions on the exercise of such rights can be imposed by law in the interest of the general public.

FACTS: A large number of persons had been carrying on the business of dyeing and printing in Rajkot area for the last 25 years providing employment to about 30,000 families. From these business places untreated dirty water was being discharged on the roads thereby causing damage to the public health. A notice, therefore, was given to close this business till necessary measures to protect public health as provided under the environmental statutes were taken by those businessmen.

- (a) Notice cannot be justified as it will cause loss of employment to 30,000 families.
- (b) Notice cannot be justified as it amounts to violation of the fundamental right of the persons who have been carrying on the business for the last 25 years.
- (c) The notice cannot be justified on the ground of damage to public health as the persons

in that area have been voluntarily residing for long and have become used to that environment.

(d) The notice can be justified as the right to business is not absolute and reasonable restriction can be imposed by law in the interest of the public.

156. PRINCIPLE: A contract cannot be enforced by or against a person who is not a party to it. However, where some benefit is conferred on third party by the contract itself, there third party can be allowed to enforce that contract to get such benefit.

FACTS: Dinesh is liable to pay ₹50,000 to Suresh. In order to discharge this liability Dinesh enters into a contract with Ramesh by which Dinesh sells his car to Ramesh for ₹1 lac. Ramesh takes the delivery of the car and promises/assures to pay its price at the earliest. Dinesh separately informs Suresh about this contract for his satisfaction. Ramesh fails to pay the car's price. Suresh wants to join Dinesh in filing suit against Ramesh for the recovery of price of the car. Whether Suresh is entitled to do so?

(a) Suresh is entitled to do so because the contract was made for his benefit.

(b) Suresh is entitled to do so because Dinesh is liable to him and discharge of this liability depends upon the payment of the price of the car by Ramesh.

(c) Suresh is not entitled to do so because liability of Dinesh does not depend upon any assurance of Ramesh.

(d) Suresh is not entitled to do so because he is not a party to the contract between Dinesh and Ramesh.

157. PRINCIPLE: If a contract is made by post between two persons living in two different cities, then the contract is said to be complete as soon as the letter of acceptance is properly posted and the place of completion of the contract is that city where acceptance is posted. It is worth mentioning here that in every contract there is always an offer from one party and the acceptance of the offer from the other party.

FACTS: Sani, a resident of Patna, gives an offer by post to sell his house for ₹25lacs to Hani, a resident of Allahabad. This offer letter is posted on 1st January, 2013 from Patna and reaches Allahabad on 7th January, 2013. Hani accepts this offer and posts the letter of acceptance on 8th January, 2013 from Allahabad which reaches Patna on 16th January, 2013. But Sani presuming that Hani is not interested in accepting his offer, sells his house to Gani at same price on 15th of January, 2013. Hani files a suit against Sani for the breach of contract in the competent court of Allahabad. Whether Hani will succeed?

(a) Hani cannot succeed as Sani cannot be compelled by law to wait for the answer from Hani for an indefinite period of time.

(b) Hani cannot succeed as he could use some other effective and speedy mode for communicating his acceptance in minimum possible time.

(c) Hani can succeed as he properly posted the letter of acceptance and the delay was beyond his control.

(d) Hani can succeed as contract became complete in the eyes of law on the date of posting the letter of acceptance.

158. PRINCIPLE: He, who goes to the court of law to seek justice, must come with clean hands.

FACTS: P enters into a contract with S under which S has to construct a house for P and has to complete the same within one year from the date of the contract. This contract includes two very important terms. According to first term if there is price hike of the materials to be used in the construction, then the escalation charges at a particular rate shall be payable by P to S. According to second term if the construction of the house is not completed within the period prescribed for it, then S will have to pay penalty at a particular rate to P. Before the completion of the construction work the workers of S go on strike and strike continues up to three months even after the expiry of one year. After that period workers return and the construction work again starts. During the last three months period of strike there was a considerable rise, in the price of the building material. S claimed

escalation cost from P. P did not agree to it. S filed a suit in the court of law either to order the payment of the price of the building material on the basis of escalated price or to allow him to stop their work without incurring any penal liability towards, P.

- (a) S will succeed as strike by his workers was unexpected and beyond his control.
- (b) S can succeed as there is an escalation clause in the contract.
- (c) S cannot succeed as he has failed to complete the construction work in time and strike cannot be treated as a valid excuse for delay in work.
- (d) S can succeed if he pays penalty to P for delay.

159. PRINCIPLE: If the object of an agreement is or becomes unlawful or immoral or opposed to public policy in the eyes of law, then the courts will not enforce such agreements. Law generally prohibits Child labour.

FACTS: P enters into an agreement with T by which P has to let his house to T for two years and T has to pay ₹ 20,000.00 per month to P as rent. T starts a child care centre in that house. But after some time in order to earn some money for the maintenance of the centre, T starts sending the children of the centre on rotation basis to work for four hour a day in some nearby chemical and hazardous factories. When P comes to know about this new development, he asks T either to stop the children from working in factories or to leave his house immediately. T neither agrees to leave the house nor to stop the children from working in the factories. P files a suit in the court of law for appropriate relief/action.

- (a) P cannot succeed as the agreement was for the two years and it cannot be terminated before the expiry of that period.
- (b) P cannot succeed as the object at the time of making of the agreement was not clear.
- (c) P will succeed as the object of the agreement has become unlawful.
- (d) P will not succeed if T agrees to share the wages of the children with P.

160. PRINCIPLE: Whosoever by his act or omission causes environmental pollution shall be held liable for any loss caused by such pollution. It shall be no defence in such cases that all due diligence or reasonable care was taken while carrying out the act or omission in question.

FACTS: Hari is carrying on a chemical and fertilizer industry near a bank of a river. In order to prevent and control any kind of harm to the environment, suitable waste treatment and disposal plants were installed in the factory. Due to some sudden mechanical/technical problem, these plants ceased to work properly and, therefore, caused environmental pollution, which ultimately caused substantial harm to the environment and to the people living around the factory. Victims of such pollution file a suit for suitable remedy.

- (a) Victims cannot succeed as necessary precautions to prevent any harm were taken by Hari.
- (b) Victims cannot succeed as the mechanical /technical problem was sudden and, therefore, beyond the control of Hari.
- (c) Victims can succeed as it is the duty of Hari to see that no harm is caused to the environment/people due to his activity under any circumstances.
- (d) Victims could succeed if treatment/ disposal plant were not installed in the factory.

161. PRINCIPLE: If a person transfers movable or immovable property with its full ownership and without any consideration to some other person, then it is called a gift.

FACTS: S, who has no child of his own, makes a gift of his house worth ₹ 25 lacs to his nephew R. After completing all the legal formalities required for a valid gift, S says to R that in case of need R will provide that house to S for use without any questions. R does not react to it. After one year of this gift, S really needs that house and request R to make the house available to him, but R refuses to do so.

- (a) R cannot refuse as he got the house without paying any consideration for that.
- (b) R cannot refuse as S is without children.

- (c) R can refuse as he has become full owner of the house.
- (d) R can refuse as he himself may be in need of the house.

162. PRINCIPLE: An agreement to do an act impossible in itself cannot be enforced by a court of law.

FACTS: Ramesh agrees with his girl friend Shilpa to pluck Stars from the sky through his extraordinary Will power, and bring them down on earth for her within a week. After the expiry of one week, Shilpa filed a suit for damages against Ramesh for the breach of contract as Ramesh failed to perform his promise.

- (a) Shilpa can succeed in getting damages as Ramesh has deceived her.
- (b) Ramesh cannot be held liable as he honestly believes that his love for Shilpa is true and therefore, he will succeed in his endeavour.
- (c) **The court cannot entertain such suits as the act promised under the agreement is impossible in itself.**
- (d) Ramesh can be held liable for making an absurd promise.

163. PRINCIPLE: An agreement may be oral or written. However, if a law specifically requires that an agreement must be in writing then the agreement must be in writing. A law specifically requires that the agreements relating to transfer of the copyright in novel between an author of a novel and the producer of a motion picture must be in writing.

FACTS: The author of a novel, Love at Lost Sight, had several rounds of discussion with a producer of motion picture regarding making of a motion picture based on Love at Lost Sight. During the discussion, they decided to make a motion picture on Love at Lost Sight. The producer made a motion picture on Love at Lost Sight after making a payment of ₹ 10,00,000 (Ten lacs only) in cash to the author who happily accepted this amount as full and final payment. Later on, on the advice of his lawyer, the author brought a case in a court of law against the producer on the ground that there is no written agreement between the producer and him.

- (a) **The author is likely to succeed in the case as the agreement is not in accordance with the law.**
- (b) The author cannot succeed in the case as has given his consent to the agreement.
- (c) The author is not likely to succeed in the case because he has already accepted the amount of ₹ 10,00,000 as full and final payment.
- (d) The author can succeed in the case as the consideration is not adequate.

164. PRINCIPLE: A person is said to be of sound mind for the purpose of making a contract if, at the time when he makes it, he is capable of understanding it and of forming a rational judgment as to its effect upon his interest.

FACTS: X who is usually of sound mind, but occasionally of unsound mind enters into a contract with Y when he (X) is of unsound mind. Y came to know about this fact afterwards and now wants to file a suit against X.

- (a) X cannot enter into contract because he is of unsound mind when he entered into contract.
- (b) X can enter into contract but the burden is on the other party to prove that he was of unsound mind at the time of contract.
- (c) **X can enter into contract but the burden is on X to prove that he was of sound mind at the time of contract.**
- (d) None of the above.

165. PRINCIPLE: Whosoever commits any act forbidden by the Indian Penal Code with a view to obtain the consent of any person to enter into an agreement, he cannot get the agreement enforced by law but the person whose consent has been so obtained may get the agreement enforced by law. The Indian Penal Code defines various offences and prescribes punishments therefore.

FACTS: A obtains the consent of B to enter into an agreement by an act amounting to

criminal intimidation under the Indian Penal Code. A brings a case against B for performance of agreement.

- (a) A will succeed in the case
- (b) A may succeed in the case
- (c) B will succeed in the case
- (d) B will not succeed in the case.

166. PRINCIPLE: A contract between the father and his son is a contract of utmost good faith. In such a type of contract law presumes that at the time of entering into the contract the father was in position to dominate the Will of his son. Where one of the parties was in a position to dominate the Will of the other party, the contract is enforceable only at the option of the party whose Will was so dominated.

FACTS: Ram had advanced a sum of ₹ 10,000 to his minor son Shyam. When Shyam became major, his father Ram misused his parental position and entered into an agreement with Shyam and obtained a bond from him for a sum of ₹ 30,000 in respect of the advance. Whether this agreement is enforceable?

- (a) The agreement is enforceable against Shyam only for ₹ 10,000, the actual amount of money advanced to him.
- (b) The agreement is enforceable against Shyam for ₹ 30,000 because he has signed the bond.
- (c) The agreement is enforceable against Shyam because he was major at the time of agreement.
- (d) The agreement is not enforceable against Shyam because Ram has misused his position as father to obtain an unfair advantage.

167. PRINCIPLE: When at the desire of 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. Only a promise coupled with consideration is enforceable by law.

FACTS: X, the uncle of Y, made a promise to pay him an amount of ₹ 10,000 as reward if Y quits smoking and drinking within one year. X also deposited the above mentioned amount in a bank and informed Y that the said amount will be paid to him if he quits smoking and drinking within one year. Within a period of six months of making the promise X died. After the expiry of one year of making the promise by X, Y made a request to the legal heirs of X demanding the promised money. The legal heirs of X declined the request of Y.

- (a) The promise of X to Y is enforceable by law because Y has quitted smoking and drinking.
- (b) The promise of X to Y is not enforceable by law because Y has benefitted by quitting smoking and drinking.
- (c) The promise of X to Y is enforceable by law because the amount of ₹ 10,000 has been deposited in a bank.
- (d) The promise of X to Y is enforceable by law because X has died within a period of six months of making the promise.

168. PRINCIPLE: 'Work' means literary work, artistic work, dramatic work, musical work, cinematographic film and sound recording but does not include acting in a cinematographic film. Only the works, as enumerated above, can be protected under copyright law.

FACTS: A very famous actor acted in a cinematographic film. The actor was also the producer and director of cinematographic film.

- (a) The acting of the actor can be protected under copyright law.
- (b) The acting of the actor can be protected under copyright law only as an artistic work.
- (c) The acting of the actor cannot be protected under copyright law.
- (d) The acting of the actor cannot be protected under copyright law as a cinematographic film.

169. PRINCIPLE: In case where the Government is a party, the Government, shall be the first owner of the copyright in the work unless there is an agreement to the contrary.

FACTS: The Government of the State of X entered into an agreement with a retired Professor of Botany. The Professor agreed to write a textbook on Botany. The Government agreed to pay a sum of ₹ 10,00,000 to the Professor for this work.

- (a) **The Government of the State of X shall be first owner of copyright in the textbook.**
- (b) The Professor shall be first owner of copyright in the textbook.
- (c) Both the Government of the State of X and the Professor shall be the joint owners of copyright in the textbook.
- (d) The Professor shall be first owner of copyright in the textbook only if he refuses to accept the amount of ₹ 10,00,000 from the Government.

170. PRINCIPLE: Licence is an agreement whereby the owner of the copyright agrees to grant an interest in the copyright to the licence. Assignment is an agreement whereby the owner of the copyright transfers all the property rights to the assignee. Property right is a bundle of rights consisting of right to possess, right to use, right to alienate and the right to exclude others.

FACTS: A, an owner of copyright in a cinematographic film enters into an agreement with B, a film distributor. B agrees to distribute the film only in Mumbai. A also enters into many such agreements with other distributors for distribution of his film in other cities.

- (a) The agreement between A and B is more in the nature of assignment than in the nature of licence.
- (b) **The agreement between A and B is more in the nature of licence than in the nature of assignment.**
- (c) The agreement between A and B is both in the nature of assignment and licence.
- (d) The agreement between A and B is neither in the nature of assignment nor in the nature of licence.

171. PRINCIPLE: Quifacit per alium facit per se, i.e., he who does things through others does it himself.

FACTS: Nisha, the owner of a car, asked her friend Saurabh to take her car and drive the same to her office. As the car was near her office, it hit a pedestrian Srikant on account of Saurabh's negligent driving and injured him seriously. Now Srikant files a suit for damages against Nisha.

- (a) Nisha is not liable as it was the negligence of Saurabh.
- (b) Saurabh is solely liable as Nisha was not driving the car.
- (c) **Nisha is liable as Saurabh was driving under her authority and for her purpose.**
- (d) Saurabh will be exempted from liability under the principle of inevitable accident.

172. PRINCIPLE: Words describing quality of things cannot be registered as trade mark. However, such words may be registered as trade mark if they acquire a secondary meaning. Words acquire secondary meaning when people start associating the descriptive words with a person specific.

FACTS: A hatchery located in Raipur is owned by 'X'. X has been using the slogan "new laid eggs sold here" since 1970 to describe the quality of eggs sold in his hatchery. Over a period of time because of continuous use of this slogan, people started associating this slogan with X. X filed an application for registration of the words "new laid eggs" as trade mark in the year 1970.

- (a) The words will be registered as trade mark.
- (b) The words will not be registered as trade mark.
- (c) **The words may be registered as trade mark.**
- (d) The words may not be registered as trade mark.

173. PRINCIPLE: Whoever takes, away anything from the land of any person without

that person's consent is said to commit theft. A thing so long as it is attached to the earth is not the subject of theft; but it becomes capable of being the subject of theft as soon as it is severed from the earth.

FACTS: Y cuts down a tree standing on the land of X with the intention of dishonestly taking the tree **out** of X's possession without the consent of X. But Y is yet to take away the tree out of X's possession.

(a) Y has committed theft as soon as he came to the land of X.

(b) y has committed theft as soon as the tree has been completely cut down by him.

(c) y has committed theft as soon as he has started cutting down the tree.

(d) y has not committed theft because he is yet to take away the tree out of X's possession.

174. PRINCIPLE: Res ipsa loquitur i.e., the thing speaks for itself

FACTS: Seema got herself operated for the removal of her uterus in the defendant's hospital, as there was diagnosed to be a cyst in one of her ovaries. Due to the negligence of the surgeon, who performed the operation, abdominal pack was left in her abdomen. The same was removed by a second surgery.

(a) Surgeon cannot be held responsible because it is merely a human error.

(b) Surgeon can be held responsible but Seema will have to prove in the court of law that the surgeon was grossly negligent.

(c) Surgeon will be responsible and Seema need not to prove surgeon's negligence because presence of abdominal pack in her abdomen is sufficient proof therefor.

(d) None of the above.

175. PRINCIPLE: Whoever takes away with him any minor person less than sixteen years of age if a male, or less than eighteen years of age if a female out of the keeping of parents of such minor person without the consent of such parent, is said to kidnap such minor person.

FACTS: A female born on January 1, 1995 got admitted to an undergraduate program of a reputed University on July 1, 2012. She became friendly with one of the boys, born on June 1, 1994, of her class. The boy and the girl decided to marry- The parents of the boy agreed but the family of the girl did not agree. On December 15, 2012 the girl made a call from her Blackberry to the boy. The girl told the boy to come in his car at a particular place and time. The boy reached the stipulated place before the stipulated time. He waited there for about half an hour. The girl reached the stipulated place. She opened the door of the car and sat beside the boy who was on the driving seat. Without exchanging any pleasantries, the boy drove the car to an unknown place. The father of the girl lodged an FIR in the nearest police station on January 20, 2013.

(a) The boy has committed the offence of kidnapping.

(b) The boy has not committed the offence of kidnapping.

(c) The boy has not committed the offence of kidnapping for there is a delay in filing the FIR.

(d) The boy has not committed the offence of kidnapping because the girl was his classmate.

176. PRINCIPLE: Whoever voluntarily has carnal intercourse against the order of nature with any man, woman or animal shall be punished.

FACTS: Two adult men were found engaged in carnal intercourse by the police. The police arrested the men and produced them before the Court.

(a) Court will punish the police officer who arrested the men.

(b) Court will not punish the men for they were adults.

(c) Court will punish the men.

(d) Court may be requested to declare the law unconstitutional.

177. PRINCIPLE: Wherever the causing of a certain effect, or an attempt to cause that

effect, by an act or by an omission, is an offence, it is to be understood that the causing of that effect partly by an act and partly by an omission is the same-offence.

FACTS: A intentionally omitted to give food to his father. He also used to beat his father. Consequently A's father died.

- (a) A did not commit any offence.
- (b) A committed only the offence of omitting to give food to his father.
- (c) A committed only the offence of beating of his father.
- (d) **A committed the offence of killing of his father.**

178. PRINCIPLE: Nothing is an offence which is done by a child under seven years of age.

FACTS: A, a child born on January 1, 2005 killed another child 'B' on December 30, 2011.

- (a) A has committed no offence.
- (b) A has committed the offence as it is heinous crime.
- (c) Killing of one child by another child is not an offence.
- (d) **A has not committed the offence for on the date of killing of B, A was a child.**

179. PRINCIPLE: A pact, other than a pact to commit suicide, to suffer any harm is not an offence, provided the age of the person who has given his consent to suffer harm is above eighteen years.

FACTS: A enters into a pact with B, a boy of less than 18 years of age, to fence with each other for amusement. They agreed to suffer any harm which, in the course of such fencing, may be caused without foul play.

- (a) A, while playing fairly, hurts B, A commits no offence.
- (b) A, while playing only unfairly, hurts B, A commits an offence.
- (c) **A, while playing fairly, hurts B, A commits an offence.**
- (d) A, while playing unfairly, hurts B, A commits no offence.

180. PRINCIPLE: When an act which would otherwise be an offence, is not that offence by reason of the youth, the want of maturity of understanding, the unsoundness of mind or the intoxication of the person doing that act, every person has the same right of private defence against that act which he would have if the act were that offence. Nothing is an offence which is done in the exercise of the right of private defence.

FACTS: A, under the influence of madness, attempts to kill B. B in order to save his life causes grievous hurt to A.

- (a) A has committed an offence.
- (b) A has not committed an offence.
- (c) B has committed an offence.
- (d) **B has not committed any offence.**

181. PRINCIPLE: Mere silence as to facts likely to affect the decision of a person to enter into a contract does not amount to fraud, unless his silence is in itself equivalent to speech.

FACTS: A sells to B a horse which A knows to be of unsound mind. B says to A that if A does not say anything about the state of mind of horse, then B shall presume that the horse is of sound mind. A says nothing to B about the mental condition of horse.

- (a) A has committed fraud.
- (b) A has committed misrepresentation.
- (c) **There cannot be a fraud because A says nothing about the mental condition of the horse.**
- (d) There cannot be a fraud because B did not ask A whether the horse is of sound mind.

182. PRINCIPLE: Whoever by words, either spoken or written brings or attempts to bring into hatred or contempt, or excites or attempts to excite disaffection towards the Government established by law in India shall be punished. However, comments

expressing disapprobation of the administrative or other action of the Government without exciting or attempting to excite hatred, contempt or disaffection, do not constitute an offence.

FACTS: A renowned Professor of Economics wrote a critical comment on the economic policies of the Government of India in a National Daily. This piece of writing generated academic debate not only in the print media but also on television and internet. A student of law asked the fellow Indians on a social networking website to assemble at a particular place for peaceful and silent demonstration against the said economic policies on a stipulated date and time. The crowd assembled at that venue and started shouting anti-government slogans. Police arrested the professor.

- (a) The professor has committed the offence.
- (b) The professor has not committed any offence.**
- (c) The student of law has committed the offence.
- (d) The crowd has committed an offence.

183. PRINCIPLE: Where two or more persons have made a complaint for the grant of compulsory licence to the Copyright Board, the licence shall be granted to that complainant only who, in the opinion of the Copyright Board, would best serve the interests of the general public.

FACTS: Four persons made a complaint for the grant of compulsory licence to the Copyright Board.

- (a) Licence shall be granted to only one complainant.**
- (b) Licence may be granted to two complainants.
- (c) Licence may be granted to three complainants.
- (d) Licence must be granted to all the four complainants.

184. PRINCIPLE: Any police officer, not below the rank of a Sub-Inspector, may, if he is satisfied that an offence in respect of the infringement of copyright in any work has been, is being, or is likely to be, committed, seize without warrant, all copies of the work and all plates used for the purpose of making infringing copies of the work, wherever found and all copies and plates so seized shall, as soon as practicable, be produced before a Magistrate.

FACTS: A Superintendent of Police (SP) conducted a raid on a shop and found pirated copies of books. The SP formed an opinion that infringement of copyright is taking place. He arrested the shop owner without warrant in the light of above mentioned propositions.

- (a) The arrest of the shop owner was within the power of the SP.
- (b) The arrest of the shop owner was not within the power of the SP.**
- (c) The shop owner can never be arrested.
- (d) SP was not, competent to know whether infringement of copyright has taken place

185. PRINCIPLE: Whoever attempts to commit an offence punishable by the Indian Penal Code and in such attempt does any act towards the commission of the offence, shall be punished. Stealing is an offence punishable by the Indian Penal Code.

FACTS: A makes an attempt to steal some jewels by breaking open a box and after so opening the box, finds that there is no jewel in it.

- (a) A has committed no offence
- (b) A has committed the offence of stealing
- (c) A has attempted to commit the offence of stealing**
- (d) None of the above.

186. PRINCIPLE: Whoever by words either spoken or intended to be read, or by signs or by visible representations, makes or publishes any imputation concerning any person intending to harm, or knowing or having reason to believe that such imputation will

harm, the reputation of such person, is said to defame that person.

FACTS: In a community there is a custom of stealing shoes of bridegroom during the marriage ceremony. The shoes of the bridegroom were stolen by V. 'A' announced that Z has stolen the shoes. Everyone present in the marriage party started staring at Z with great surprise. Z felt very ashamed.

- (a) A defamed Z
- (b) A did not defame Z
- (c) A defamed Z for Z felt very ashamed

A defamed the whole marriage party

187. PRINCIPLE: An employer is liable for the negligence of his employee. But an employer is not liable for the negligence of his employee if the victim of such negligence is one of his other employees.

FACTS: 'A' and 'B' were working in a factory as unskilled labourers. 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 immediately.

- (a) The owner of the factory will be liable.
- (b) A and the owner of the factory shall be jointly liable.
- (c) The owner of the factory will not be liable.
- (d) None of the above.

188. PRINCIPLE: Damages are the money recompense, as far as money can do, for the violation of a right.

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 favour 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.

189. PRINCIPLE: When a party to a contract has refused to perform, or disabled himself from performing, his promise in its entirety, the other party may 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 must wait till June 1.
- (b) B must have joined C on May 11.
- (c) B is not bound to wait till June 1.
- (d) A must pay damages to B.

190. PRINCIPLE: When a person voluntarily agrees to suffer some harm, he is not allowed to complain for that.

FACTS: 'A' was one of the spectators at a formula one car race, being held at Gurgaon, on a track owned by one 'M' company. During the race, there was a collision between two racing cars, one of which was thrown away amidst spectators, thereby causing an injury to A. 'A' claims damages for the injuries caused to him.

- (a) M company will be liable for damages because the injury was caused during the race organized by it.
- (b) M company will not be liable for damages because A had come to see the race on his own Will.
- (c) M company will not be liable for damages because the collision between the cars was

beyond its control.

- (d) M company will be liable because it has earned huge revenue by way of sale of tickets for the event.

191. PRINCIPLE: An interest which is created on a transfer of property and depends upon the fulfillment of a condition will fail if the fulfillment of the condition is impossible or is forbidden by law or is of such a nature that, if permitted, it would defeat the provisions of any law or is fraudulent or involves or implies injury to the person or property of another or the court regards it as immoral or opposed to public policy.

FACTS: A gives ₹ 10,00,000 to B on condition that B shall marry A's daughter C. On the date on which A gave ₹ 10,00,000 to B, C was dead.

- (a) B's interest in ₹ 10,00,000 fails because of impossibility.
(b) B's interest in ₹ 10,00,000 fails because of immorality.
(c) B's interest in ₹ 10,00,000 fails because of prohibition by law.
(d) B's interest in ₹ 10,00,000 does not fail.

192. PRINCIPLE: A condition precedent must be complied with before the happening of the event to which such a condition is attached. Fulfillment of such a condition after the happening of the event is no fulfillment of condition.

FACTS: A transfers ₹ 5,000 to B on condition that he shall marry with the consent of C, D and E. As C, D and E had to go abroad for some business purposes and as the date of marriage was already fixed, therefore, B marries without the consent of C, D and E, but obtains their consent after the marriage when C, D and E return to their country.

- (a) B has fulfilled the condition.
(b) B has not fulfilled the condition.
(c) B was free to marry any one without the consent of anybody.
(d) B must divorce his wife as he married her without fulfilling the condition.

193. PRINCIPLE: In an agreement, a condition subsequent must be complied with to claim the benefit of that agreement.

FACTS: A agrees to transfer a farm to B, provided that, if B does 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 was illegal.
(d) The agreement between A and B was void.

194. 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 permanent resident in a foreign country who never visited India, is accused of waging war against the Government of India by taking part in an armed insurrection in which property is destroyed, troops are attacked and prisons are broken open.

- (a) The existence of all the above mentioned alleged facts is relevant.
(b) Only the alleged fact that A is accused of waging war against the Government of India is relevant.
(c) The fact that A was a permanent resident in a foreign country who never visited India is not relevant.
(d) Only the alleged fact of taking part by A in armed insurrection is relevant.

195. PRINCIPLE: Whoever desires any court to give judgment about any legal right or liability which depends on the existence of those facts which he asserts; must prove

that these facts exist.

FACTS: A asserts that B, C and D have committed an offence of criminal conspiracy and therefore A desires a Court to give judgment that B, C and D shall be punished for that crime which A says B, C and D have committed.

- (a) **A must prove that B, C and D have committed the crime**
- (b) B, C and D must prove that they have not committed the crime
- (c) A must prove that B, C and D were present at the place of crime
- (d) Police must prove that B, C and D have committed the crime.

196. PRINCIPLE: The fact that any person was born during the continuance of a valid marriage between his mother and any man or within two hundred and eighty days after its dissolution, the mother remaining unmarried, shall be conclusive proof that he is the legitimate son of that man, unless it can be shown that the parties to the marriage had no access to each other at any time when he could have been begotten.

FACTS: X and Y married on January 15, 1995. Y, the wife of X, never left her parental home and never went to her husband's home. A boy was born to Y on July 15, 1995. For the Court

- (a) **There shall be a conclusive proof that the boy is the legitimate son of X.**
- (b) There shall be no conclusive proof that the boy is the legitimate son of X.
- (c) There shall be a conclusive proof that the boy is the illegitimate son of X.
- (d) There shall be no evidence at all.

197. PRINCIPLE: An unlawful interference with a person's use or enjoyment of land, or some right over, or in connection with it, is a nuisance in law of tort.

FACTS: During the scarcity of onions, long queues were made outside the defendant's shop who having a license to sell fruits and vegetables used to sell only 1 Kg of onion per ration card. The queues extended on to the highway and also caused some obstruction to the neighbouring shops. The neighbouring shopkeepers filed a suit for nuisance against the defendant. Which one of the following decisions will be correct in this suit?

- (a) The defendant is liable for nuisance.
- (b) **The defendant is not liable for nuisance.**
- (c) The defendant is liable under the principle of strict liability.
- (d) The plaintiff's suit should be decreed in favour of the neighbouring shopkeeper.

198. PRINCIPLE: Every agreement in restraint of the marriage of any person, other than a minor, is void.

FACTS: Qadir Khan died in a road accident. Two co-widows, Sultana and Marjina enter into an agreement that if any of them will re-marry, would forfeit her right to her share in the deceased husband's property.

- (a) **The agreement is void because it was restraint of marriage.**
- (b) The agreement is not void because no restraint was imposed upon either of two widows for re-marriage.
- (c) The restraint was partial so agreement is valid.
- (d) None of the above.

199. PRINCIPLE: Nothing is an offence merely by reason of its being done with the knowledge that it is likely to cause harm, if it be done without any criminal intention to cause harm and in good faith for the purpose of preventing or avoiding other harm to a person or property.

FACTS: Mr. Sharman, the Italian captain of a steam vessel, suddenly and without any fault or negligence on his part, finds himself near the Kochi coast in such a position that before he can stop his vessel, he must inevitably run down a boat B with twenty or thirty passengers on board, unless he changes the course of his vessel, and that by changing his course, he must incur risk of running down a boat C with only two passengers on board,

which he may possibly clear. Whether Sharman has committed an offence?

- (a) Sharman has committed no offence because this was done out of necessity.
- (b) Sharman can be held responsible for the act of criminal negligence.
- (c) Sharman can be held responsible for culpable homicide.
- (d) This is a clear case of accident so Sharman cannot be held responsible.

200. PRINCIPLE: Only the Parliament or the State Legislatures have the authority to enact laws on their own. No law made by State can take away a person's fundamental right.

FACTS: Parliament enacted a law, which according to a group of lawyers is violating the fundamental rights of traders. The group of lawyers filed a writ petition against the Parliament for enacting such law and requests the Court to quash the law and to direct the Parliament to make a new law.

- (a) No writ would lie against the Parliament, as the Court has no authority to direct the Parliament to enact or re-enact a law.
- (b) The Court can quash the existing law if it violates fundamental right and can direct to make a new law.
- (c) The Court can quash the existing law if it violates fundamental right but cannot direct the Parliament to make a new law.
- (d) None of the above.

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1	b	41	b	81	b	121	b	161	a
2	b	42	d	82	a	122	a	162	c
3	d	43	b	83	b	123	b	163	a
4	b	44	c	84	b	124	b	164	c
5	c	45	a	85	b	125	b	165	b
6	a	46	c	86	d	126	a	166	d
7	d	47	d	87	c	127	d	167	d
8	a	48	a	88	c	128	b	168	d
9	b	49	c	89	d	129	d	169	a
10	c	50	c	90	d	130	a	170	b
11	a	51	d	91	b	131	d	171	c
12	b	52	d	92	b	132	b	172	c
13	c	53	a	93	d	133	a	173	b
14	c	54	a	94	a	134	a	174	c
15	b	55	b	95	b	135	d	175	c
16	c	56	b	96	a	136	a	176	c
17	c	57	c	97	c	137	b	177	d
18	a	58	d	98	b	138	d	178	d
19	c	59	d	99	c	139	c	179	c
20	d	60	d	100	a	140	b	180	d
21	c	61	d	101	b	141	a	181	c
22	d	62	b	102	d	142	b	182	b
23	c	63	a	103	c	143	b	183	a
24	c	64	b	104	b	144	d	184	b
25	c	65	a	105	d	145	a	185	c
26	c	66	d	106	b	146	c	186	b
27	b	67	a	107	a	147	b	187	c
28	d	68	b	108	c	148	d	188	d
29	d	69	a	109	a	149	c	189	c
30	d	70	b	110	a	150	b	190	a
31	a	71	d	111	d	151	d	191	a
32	a	72	c	112	d	152	a	192	c
33	d	73	b	113	b	153	c	193	b
34	c	74	b	114	b	154	b	194	a
35	a	75	c	115	d	155	d	195	a
36	d	76	b	116	b	156	b	196	a
37	a	77	c	117	c	157	a	197	b
38	c	78	d	118	b	158	c	198	a
39	b	79	c	119	c	159	c	199	a
40	d	80	b	120	c	160	c	200	c