

(c) Jains : sun Temple

(d) Jews : Synagogue

Directions for question 149 to 150: In each question consist of five statements (a-e) followed by options consisting of three statements put together in a specific order. Choose the option which indicates a valid argument, that is, where the third statement is a conclusion drawn from the preceding two statements.

149. a. law graduates are in great demand.
b. Rajesh and Krishna are in great demand.
c. Rajesh is in great demand
d. Krishna is in great demand
e. Rajesh and Krishna are lawgraduates.

Choose the correct option:

- (a) abe
(b) ecd
(c) aeb
(d) eba

150. a. all captains are great players.
b. some captains are successful sports administrators
c. Ritwik is a great player
d. Ritwik is a captain and successful sports administrator
e. some successful sports administrators are great players.

Choose the correct option:

- (a) acd
(b) abe
(c) dca
(d) edc

Directions:.. 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 object of this section to test your knowledge of law.

151. PRINCIPLE: When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal. The expression of willingness/desire results in a valid proposal only when it is made/addressed to some person(s).

FACTS: 'X' makes the following statement in an uninhabited hall: 'I wish to sell my mobile phone for ₹ 1,000.'

Which of the following derivations is CORRECT?

- (a) 'X' made a statement that resulted in a promise

- (b) 'X' made a statement that resulted in a proposal
 (c) 'X' made a statement that did not result in any proposal
 (d) 'X' made a statement that resulted in an agreement.
152. **PRINCIPLE: A proposal (offer) should be made with an intention that after its valid acceptance, a legally binding promise or agreement will be created. The test for the determination of such intention is not subjective, rather it is objective. The intention of the parties is to be ascertained from the terms of the agreement and the surrounding circumstances under which such an agreement is entered into. As a general rule, in the case of arrangements regulating social relations, it follows as a matter of course that the parties do not intend legal consequences to follow. On the contrary, as a general rule, in the case of arrangements regulating business affairs, it follows as a matter of course that the parties intend legal consequences to follow. However, the above rules are just presumptive in nature, and hence, can be rebutted.**
FACTS: One morning while having breakfast, 'X', the father, says to 'Y' (X's son), in a casual manner, "I shall buy a motorbike for you if you get through the CLAT."
Which of the following derivations is CORRECT?
 (a) 'X' made a statement that resulted in an enforceable promise
 (b) 'X' made a statement that resulted in a valid proposal
 (c) 'X' made a statement that resulted in an enforceable agreement
 (d) 'X' made a statement that did not result in any enforceable agreement.
153. **PRINCIPLE: Acceptance (of offer) must be communicated by the offeror to the offeror so as to give rise to a binding obligation. The expression 'by the offeror to the offeror' includes communication between their authorised agents.**
FACTS: 'X' made an offer to buy Y's property for a stipulate price. Y' accepted it and communicated his acceptance to 'Z', a stranger.
Which of the following derivations is CORRECT?
 (a) Y's acceptance resulted in an agreement
 (b) Y's acceptance did not result in any agreement
 (c) Y's acceptance resulted in a contract
 (d) Y's acceptance resulted in a promise.
154. **PRINCIPLE: Acceptance should be made while the offer is still subsisting. The offeror is free to retract his offer at any time before his offer gets accepted by the offeror. Once the offer is withdrawn or is lapsed, it is not open to be accepted so as to give rise to a contract. Similarly, if a time is prescribed within which the offer is to be accepted, then, the offer must be accepted within the prescribed time. And, if no time is prescribed, then, the acceptance must be made within a reasonable time. 'What is a reasonable time', is a question of fact which is to be determined by taking into account all the relevant facts and surrounding circumstances.**
FACTS: 'X' makes an offer to 'Y' to sell his equipment for ₹ 1,000.00. No time is specified for the acceptance. 'Y' sends his reply two years after receiving the offer.
Which of the following derivations is CORRECT?
 (a) There arises a contract between 'X' and 'Y' to sell/buy the equipment in question for ₹ 1,000.00
 (b) There does not arise any contract between 'X' and 'Y' to sell/buy the equipment in question for ₹ 1,000.00
 (c) 'X' is bound by his offer, and hence, cannot reject the acceptance made by 'Y'
 (d) There arises a promise by 'Y' to buy the equipment.
155. **PRINCIPLE: Minor's agreement is void from the very beginning. It can never be validated. It cannot be enforced in the court of law.**
FACTS: 'A', a boy of 16 years of age, agrees to buy a camera from 'B', who is a girl of 21 years of age.
Which of the following derivations is CORRECT?
 (a) There arises a contract between 'A' and 'B' to sell/buy the camera in question
 (b) There arises an enforceable agreement between 'A' and 'B' to sell/buy the camera in question

- (c) There does not arise any contract between 'A' and 'B' to sell/buy the camera in question
- (d) There arises avoidable contract between 'A' and 'B' to sell/buy the camera in question.
- 156. PRINCIPLE:** A contract which is duly supported by real and lawful consideration is valid notwithstanding the fact that the consideration is inadequate. The quantum of consideration is for the parties to decide at the time of making a contract, and not for the courts (to decide) when the contract is sought to be enforced. An agreement to which the consent of the promisor is freely given is not void merely because the consideration is inadequate; but the inadequacy of the consideration may be taken into account by the Court in determining the question whether the consent of the promisor was freely given.
- FACTS:** 'A' agrees to sell his mobile phone worth ₹ 20,000 for X 100 only to 'B'. A's consent is freely given.
- Which of the following derivations is CORRECT?**
- (a) There is a contract between 'A' and 'B'
- (b) There is no contract between 'A' and 'B' because consideration is not adequate
- (c) There is no contract between 'A' and 'B' because a mobile phone worth ₹ 20,000 cannot be sold for just ₹ 100
- (d) None of the above.
- 157. PRINCIPLE:** The consideration or object of an agreement is unlawful if it is forbidden by law. Every agreement of which the object or consideration is unlawful is void.
- FACTS:** 'X', promises to pay 'Y' ₹ 50,000, if he ('Y') commits a crime. 'X' further promises to indemnify him ('Y') against any liability arising thereof. 'Y' agrees to act as per X's promise.
- Which of the following derivations is CORRECT?**
- (a) There is a contract between 'X' and 'Y'
- (b) There is an agreement between 'X' and 'Y' which can be enforced by the court of law
- (c) There is an agreement between 'X', and 'Y' which cannot be enforced by the court of law
- (d) There is a voidable contract between 'X' and 'Y'.
- 158. PRINCIPLE:** The consideration or object of an agreement is unlawful if the Court regards it as opposed to public policy. Every agreement of which the object or consideration is unlawful is void.
- FACTS:** 'X' promises to obtain for 'Y' an employment in the public service; and 'Y' promises to pay ₹ 5, 00,000 to 'X'.
- Which of the following derivations is CORRECT?**
- (a) There is a contract between 'X' and 'Y'
- (b) There is a voidable contract between 'X' and 'Y'
- (c) There is an agreement between 'X' and 'Y' which can be enforced by the court of law
- (d) There is an agreement between 'X', and 'Y' which cannot be enforced by the court of law
- 159. PRINCIPLE:** Two or more persons are said to consent if they agree upon the same thing in the same sense. Consent is said to be free when it is not caused by coercion, or undue influence, or fraud, or misrepresentation, or mistake. When consent to an agreement is caused by coercion, undue influence, fraud or misrepresentation, the agreement is a contract voidable (rescindable or terminable) at the option of the party whose consent was so caused. However, when consent to an agreement is caused by mistake as to a matter of fact essential to the agreement, the agreement is void.
- FACTS:** 'X' threatens to gun down 'Y', if he (Y) does not sell his property worth ₹ 20, 00,000 for ₹ 1, 00,000 only. As a consequence, 'Y' agrees to sell it as demanded by 'X'.
- Which of the following derivations is CORRECT?**

- (a) There is a contract between 'X' and 'Y'
- (b) There is an agreement between 'X' and 'Y' which can be enforced by the court of law
- (c) There is an agreement between 'X', and 'Y' which cannot be enforced by the court of law
- (d) **There is a contract between 'X' and 'Y' which voidable at the option of 'Y'.**
- 160. PRINCIPLE: Agreements in restraint of marriage are void.**
- FACTS:** 'X' enters into an agreement with 'Y' where under he agrees not to marry anybody else other than a person whose name starts with the letter 'A', and promises to pay ₹ 1,00,000 to 'Y' if he ('X') breaks this agreement.
- Which of the following derivations is CORRECT?**
- (a) There is a contract between 'X' and 'Y'
- (b) There is an agreement between 'X' and 'Y' which can be enforced by the court of law
- (c) **There is an agreement between 'X', and 'Y' which cannot be enforced by the court of law**
- (d) There is a voidable contract between 'X' and 'Y'.
- 161. PRINCIPLE: Vicarious liability is the liability of the Master or Principal for the tort committed by his servant or agent, provided the tort is committed in the course of employment. The Master or Principal is not liable for private wrongs of the servant/agent.**
- FACTS:** 'X' hands over some cash money at his house to 'Y, who is his (X's) neighbour and is also cashier in a bank, to be deposited in A's account in the bank. Instead of depositing the money, 'Y misappropriates it.
- Which of the following statements depicts correct legal position in this given situation?**
- (a) **The bank would not be liable because 'Y' did not do any wrong in the course of his employment**
- (b) The bank would be vicariously liable because 'Y' was the employee of the bank
- (c) The bank would not be liable because 'Y' did not do any wrong
- (d) The bank would be liable because 'Y' acted as bank's agent.
- 162. PRINCIPLE: A person has no legal remedy for an injury caused by an act to which he has consented.**
- FACTS:** 'R', a cricket enthusiast, purchases a ticket to watch a T20 match organised by the Indian Premier League (IPL). During the match, a ball struck for six hits 'R' on his body and injures him. He sues IPL for compensation for the medical expenses.
- Which of the following derivations is CORRECT?**
- (a) 'R' should be compensated as he purchased the ticket to get entertainment and not to get injured
- (b) **'R' would fail in his action, as he voluntarily exposed himself to therisk**
- (c) IPL would be liable as it did not ensure that the spectators were protected from the risk of such injuries
- (d) None of the above.
- 163. PRINCIPLE: Ignorance of law excuses no one.**
- FACTS:** 'X' fails to file his income tax returns for a considerable number of years. The Income Tax department serves upon him a 'show-cause notice' as to why proceedings should not be initiated against him for the recovery of the income tax due from him with interest and penalty.
- Which of the following derivations is CORRECT?**
- (a) 'X' may defend himself by taking the plea that his legal advisor had not advised him to file the return
- (b) **'X' would have to pay the due, as ignorance of law and failure to comply with law is no legal ground of defence**
- (c) 'X' may defend himself successfully by taking the plea that he was unaware of any such law being in force
- (d) None of the above.

164. PRINCIPLE: Damage without the violation of a legal right is not actionable in a court of law. If the interference with the rights of another person is not unlawful or unauthorized, but a necessary consequence of the exercise of defendant's own lawful rights, no action should lie.

FACTS: There was an established school ('ES') in a particular locality. Subsequently, a new school ('NS') was set up in the same locality, which charged lower fees, on account of which people started patronising the new school. Because of the competition, 'ES' had to reduce its fees. 'ES' filed a case against 'NS' saying that 'NS' had caused it ('ES') financial loss and, thus, claimed compensation.

Which of the following derivations is CORRECT?

- (a) Since no legal right of 'ES' had been violated, therefore, as such, no compensation could be granted
- (b) Since damage is caused to 'ES', therefore, it should be awarded compensation
- (c) 'ES' should be awarded compensation, as opening of school in competition is not good
- (d) No compensation could be granted, as reduction in fees is good for the public.

165. PRINCIPLE: Whenever there is an invasion of a legal right, the person in whom the right is vested, is entitled to bring an action though he has suffered no actual loss or harm, and may recover damages (compensation).

FACTS: 'A' was a qualified voter for the Lok Sabha election. However, a returning officer wrongfully refused to take A's vote. In spite of such wrongful refusal, the candidate, for whom 'A' wanted to vote, won the election. But, 'A' brought an action for damages:

Which of the following derivations is CORRECT?

- (a) Since no legal right of 'A' had been violated, therefore, as such, no compensation could be granted
- (b) Since legal right of 'A' had been violated, therefore, compensation should be granted
- (c) No compensation could be granted, as 'A' had suffered no loss as his candidate won the election
- (d) Since no fundamental right of 'A' had been violated, therefore, as such, no compensation could be granted

166. PRINCIPLE: In a civil action for defamation, truth of the defamatory matter is an absolute defence. However, the burden of proving truth is on the defendant; and he is liable if he does not successfully discharge this burden.

FACTS: 'D' who was the editor of a local weekly, published a series of articles mentioning that T, who was a government servant, issued false certificates, accepted bribe, adopted corrupt and illegal means to mint money and was a 'mischief monger'. 'P' brought a civil action against 'D', who could not prove the facts published by him.

Under the circumstances, which of the following derivations is CORRECT?

- (a) 'D' would be liable, since he could not prove the facts published by him
- (b) 'D' would not be liable, as such an action could curtail the right of expression and speech of press
- (c) 'D' would not be liable, as media could publish anything
- (d) None of the above.

167. PRINCIPLE: A gift comprising both existing and future property is void as to the latter.

FACTS: 'X' has a house which is owned by him. He contracted to purchase a plot of land adjacent to the said house, but the sale (of the plot of land) in his favour is yet to be completed. He makes a gift of both the properties (house and land) to 'Y'.

Under the afore-mentioned circumstances, which of the following derivations is CORRECT?

- (a) Gift of both the properties is valid
- (b) Gift of both the properties is void
- (c) Gift of house is void, but the gift of the plot of land is valid
- (d) Gift of house is valid, but the gift of the plot of land is void.

168. PRINCIPLE: Caveat emptor, i.e, 'let the buyer beware' stands for the practical skill and judgment of the buyer in his choice of goods for purchase. It is the business of the buyer to judge for himself that what he buys has its use and worth for him. Once bought, and if the buy is not up to his expectations, then he alone is to blame and no one else.

FACTS: For the purpose of making uniform for the employees. 'A' bought dark blue coloured cloth from 'B', but did not disclose to the seller ('B') the specific purpose of the said purchase. When uniforms were prepared and used by the employees, the cloth was found unfit. However, the cloth was fit for a variety of other purposes (such as, making caps, boots and carriage lining, etc.).

Applying the afore-stated principle, which of the following derivations is CORRECT as regards remedy available to 'A' in the given situation?

- (a) 'A' (the buyer) would succeed in getting some remedy from 'B' (the seller)
- (b) 'A' (the buyer) would not succeed in getting any remedy from 'B' (the seller)**
- (c) 'A' (the buyer) would succeed in getting refund from 'B' (the seller)
- (d) 'A' (the buyer) would succeed in getting a different variety of cloth from 'B' (the seller), but not the refund.

169. PRINCIPLE: The transferor of goods cannot pass a better title than what he himself possesses.

FACTS: 'X' sells a stolen bike to 'Y'. 'Y' buys it in good faith.

As regards the title to bike, which of the following derivations is CORRECT?

- (a) The real owner cannot get back the bike from 'Y'
- (b) 'Y' will get no title, as transferor's (X's) title was defective**
- (c) 'Y' will get good title, as he is a bona fide buyer
- (d) 'Y' will get good title, as has not committed any wrong (stolen the bike)

170. PRINCIPLE: Negligence is a breach of duty or a failure of one party to exercise the standard of care required by law, resulting in damage to the party to whom the duty was owed. A plaintiff can take civil action against the respondent, if the respondent's negligence causes the plaintiff injury or loss of property.

FACTS: 'V' went to a cafe and ordered and paid for a tin/can of soft drink. The tin was opaque, and, therefore, the contents could not be seen from outside. She ('D') consumed some of the contents and then lifted the tin to pour the remainder of the content into a tumbler. The remains of a snail in decomposed state dropped out of the tin into the tumbler. 'D' later complained of a stomach pain and her doctor diagnosed her as having gastroenteritis and being in a state of severe shock. She sued the manufacturer of the drink for negligence.

Applying the afore-stated principle, which of the following derivations is CORRECT as regards liability of the manufacturer in the given situation?

- (a) The manufacturer is liable for negligence, as it owed a duty (to consumers) to take reasonable care to ensure that its products are safe for consumption**
- (b) The manufacturer is not liable for negligence, as there is no direct contract between 'D' and the manufacturer. No duty is owed by the manufacturer towards a particular consumer ('D')
- (c) The manufacturer is not liable for negligence because it would otherwise become very difficult for the manufacturers to do business
- (d) The manufacturer could be made liable under criminal law, but not for tort of negligence.

171. PRINCIPLE: Master is liable for the wrongful acts committed by his servant; provided the acts are committed during the course of employment. However, the master is not liable if the wrongful act committed by his servant has no connection, whatsoever, with the servant's contract of employment.

FACTS: 'D' is a driver employed by 'M', who is the owner of a company. During the lunch time, 'D' goes to a closely tea shop to have a cup of tea. There he ('D') picks up fight with the tea shop owner ('T'), which resulted in some damage to his shop. T wants to sue 'M' for claiming compensation for the damage a used by the fight.

Which of the following derivations is CORRECT?

- (a) 'M' will be liable because 'D' is his servant
- (b) Both 'M' and 'D' will be liable**

(c) 'M' will not be liable because the wrongful act (picking up fight) was not committed in the course of D's employment

(d) 'M' will be liable albeit the wrongful act (picking up fight) was not committed in the course of D's employment

172. PRINCIPLE: The Constitution of India guarantees the 'right to life', which means 'right to live with human dignity'. The right to life under the Constitution, however, does not include the right to die.

FACTS: 'M', who is 90, lives all alone as he has no family or children or grandchildren. He suffers from physical and mental distress, as there is no one to look after him. He has little means to foot his medical expenses. Under these circumstances, he approaches the court with a prayer that he should be granted the right to die with dignity because he does not want to be a burden on the society. Further, as it is his life, he has a right to put an end to it.

Which of the following derivations is CORRECT?

(a) The prayer can be granted, as suicide is not an offence in India

(b) The prayer can be granted, as the right to life under the Constitution includes the right to die

(c) The prayer can be granted, as a person cannot be forced to enjoy right to life to his detriment, disadvantage and disliking

(d) **The prayer cannot be granted, as the right to life under the Constitution does not include the right to die.**

173. PRINCIPLE: Trespass to land means direct interference with the possession of land without lawful justification. Trespass could be committed either by a person himself entering the land of another person or doing the same through some tangible object(s).

FACTS: 'A' throws some stones upon his neighbour's (B's) premises.

Which of the following derivations is CORRECT?

(a) **'A' has committed trespass**

(b) 'A' has not committed trespass, as he has not entered B's premises

(c) 'A' has committed nuisance

(d) None of the above.

174. PRINCIPLE: Nuisance is an unlawful interference with a person's use or enjoyment of land or some right over or in connection with it. If the interference is 'direct', the wrong is trespass; whereas, if the interference is 'consequential', it amounts to nuisance.

FACTS: 'A' plants a tree on his land. However, he allows its branches to project over the land of 'B'.

Which of the following derivations is CORRECT?

(a) 'A' has committed trespass

(b) **'A' has committed nuisance**

(c) 'A' has not committed nuisance

(d) None of the above.

175. PRINCIPLE: Interference with another's goods in such a way as to deny the latter's title to the goods amounts to conversion, and thus it is a civil wrong. It is an act intentionally done inconsistent with the owner's right, though the doer may not know of, or intends to challenge the property or possession of the true owner

FACTS: 'R' went to a cycle-stand to park his bicycle. Seeing the stand fully occupied, he removed a few bicycles in order to rearrange a portion of the stand and make some space for his bicycle. He parked his bicycle properly, and put back all the bicycles except the one belonging to 'S'. In fact, 'R' was in a hurry, and therefore, he could not put back S's bicycle. Somebody came on the way and took away S's bicycle. The watchman of the stand did not take care of it assuming that the bicycle was not parked inside the stand. 'S' filed a suit against 'R' for conversion.

Which of the following derivations is CORRECT?

(a) 'R' could not be held liable for the negligence of the watchman

(b) **'S' would succeed because R's act led to the stealing of his bicycle**

- (c) 'S' would not succeed because 'R' did not take away the bicycle himself
 (d) 'S' would not succeed because R's intention was not bad.
- 176. PRINCIPLE: Nothing is an offence which is done by a person who is bound by law to do it.**
FACTS: 'A', a police officer, without warrant, apprehends 'Z', who has committed murder.
 (a) 'A' is guilty of the offence of wrongful confinement
 (b) 'A' is not guilty of the offence of wrongful confinement
 (c) 'A' may be guilty of the offence of wrongful restraint
 (d) 'A' cannot apprehend 'Z' without a warrant issued by a court of law.
- 177. PRINCIPLE: When a criminal act is done by several persons in furtherance of the common intention of all, each of such persons is liable for that act in the same manner as if it were done, by him alone.**
FACTS: Roshan along with two of his friends, Tushar and Tarang proceeded to the house of Darshan in order to avenge an insult made by the brother of Darshan. They opened fire on the members of Darshan's family. It was found that the shots of Roshan did not hit anyone, but the shots of Tushar and Tarang succeeded in killing Darshan.
 (a) Roshan was not liable for the offence of murder of Darshan, as Roshan's shots did not hit Darshan
 (b) Only Tushar and Tarang were liable for the offence of murder of Darshan, as their shots hit Darshan
 (c) Roshan along with Tushar and Tarang was liable for the offence of murder of Darshan.
 (d) Roshan was liable to a lesser extent comparing to his friends for the offence of murder of Darshan, as Roshan's shots did not hit Darshan.
- 178. PRINCIPLE: No communication made in good faith is an offence by reason of any harm to the person to whom it is made, if it is made for the benefit of that person.**
FACTS: 'A', a surgeon, in good faith, communicates to a patient his opinion that he cannot live. The patient dies in consequence of the shock.
 (a) 'A' has committed the offence of causing death of his patient
 (b) 'A' has not committed the offence of causing death of his patient
 (c) 'A' has only partially committed the offence of causing death of his patient
 (d) None of the above.
- 179. PRINCIPLE: Whoever, being legally bound to furnish information on any subject to any public servant, as such, furnishes, as true, information on the subject which he knows or has reason to believe to be false, has committed a punishable offence of furnishing false information.**
FACTS: Sawant, a landholder, knowing of the commission of a murder within the limits of his estate, willfully misinforms the Magistrate of the district that the death has occurred by accident in consequence of the bite of a snake.
 (a) Sawant is not guilty of the offence of furnishing false information to the Magistrate
 (b) Sawant is guilty of the offence of furnishing false information to the Magistrate
 (c) Sawant is not legally bound to furnish true information to the Magistrate
 (d) Sawant has the discretion to furnish true information to the Magistrate, as the murder was committed within the limits of his estate.
- 180. PRINCIPLE: Whoever unlawfully or negligently does any act which is, and which he knows or has reason to believe to be, likely to spread the infection of any disease dangerous to life, shall be guilty of a negligent act likely to spread infection of disease dangerous to life.**
FACTS: 'K', a person, knowing that he is suffering from Cholera, travels by a train without informing the railway officers of his condition.
 (a) 'K' has committed an unlawful and negligent act, which is likely to spread the infection of Cholera disease dangerous to the life of fellow-passengers
 (b) Railway officers are guilty of an unlawful and negligent act, as 'K' who is suffering from Cholera disease has travelled by the train

- (c) 'K' has not committed an unlawful and negligent act, which is likely to spread the infection of Cholera disease dangerous to the life of fellow-passengers
 (d) Both 'K' and Railway officers are guilty of an unlawful and negligent act, which is likely to spread the infection of Cholera disease dangerous to the life of fellow-passengers.
- 181. PRINCIPLE: Whoever drives any vehicle, or rides, on any public way in a manner so rash or negligent as to endanger human life, or to be likely to cause hurt or injury to any other person, has committed offence, which shall be punished in accordance with the law.**
FACTS: 'X', a truck driver, driving his vehicle rashly and negligently at a high speed climbed the footpath and hit 'Y', a pedestrian, from behind causing his earth.
 (a) 'X' is not guilty of rash and negligent driving
 (b) 'Y' should have taken sufficient care on the footpath
 (c) 'X' is guilty of rash and negligent driving
 (d) 'X' is only in part guilty of rash and negligent driving.
- 182. PRINCIPLE: Whoever causes death by doing an act with the intention of causing death, or with the intention of causing such bodily injury as is likely to cause death, or with the knowledge that he is likely by such act to cause death, commits the offence of culpable homicide.**
FACTS: 'A' knows 'Z' to be behind a bush. 'B' does not know it. 'A', intending to cause, or knowing it to be likely to cause 'Z's death, induces 'B' to fire at the bush. 'B' fires and kills 'Z'.
 (a) 'B' has committed the offence of culpable homicide
 (b) 'A' has committed the offence of culpable homicide
 (c) Both 'A' and 'B' have committed the offence of culpable homicide
 (d) None of them has committed the offence of culpable homicide.
- 183. PRINCIPLE: Whoever, intending to take dishonestly any movable property out of the possession of any person without that person's consent, moves that property in order to such taking, is said to commit theft.**
FACTS: 'Z', going on a journey, entrusts his plate to the possession of 'A', the keeper of a warehouse, till 'Z' shall return. Then, 'A' carries the plate to a goldsmith and sells it.
 (a) 'A' has committed theft
 (b) 'A' has not committed theft
 (c) 'A' lawfully sold the plate to the goldsmith
 (d) None of the above is true.
- 184. PRINCIPLE: Whoever makes any false document or part of a document with intent to cause damage or injury, to the public or to any person, or to support any claim or title, or to cause any person to part with property, or to enter into any express or implied contract, or with intent to commit fraud or that fraud may be committed, commits forgery.**
FACTS: 'A' without 'Z's authority, affixes 'Z's seal to a document purporting to be a conveyance of an estate from 'Z' to 'A', with the intention of selling the estate to 'B' and thereby of obtaining from 'B' the purchase-money.
 (a) 'B' has committed forgery
 (b) 'Z' has committed forgery
 (c) 'A' has committed forgery
 (d) 'A' and 'B' have committed forgery.
- 185. PRINCIPLE: Whoever intentionally uses force to any person, without that person's consent, in order to the committing of any offence, or intending by the use of such force to cause, or knowing it to be likely that by the use of such force he will cause injury, fear or annoyance to the person to whom the force is used, is said to use criminal force to that other.**
FACTS: 'Z' is riding in a palanquin. 'A' intending to rob 'Z', seizes the pole and stops the palanquin. Here 'A' has caused cessation of motion to 'Z', and 'A' has done this by his own bodily power.
 (a) 'A' has used criminal force to 'Z'
 (b) 'A' has no intention to use criminal force to 'Z'

- (c) 'A' has used force with the consent of Z'
 (d) None of the above is correct.
- 186. PRINCIPLE: One of the essential conditions for a marriage between any two persons to be solemnized under the Special Marriage Act, 1954 is that at the time of the marriage the male has completed the age of twenty-one years and the female the age of eighteen years. If the said condition is not fulfilled such a marriage is null and void.**
FACTS: 'A', a male aged twenty-two years, proposes to marry 'B', a female aged sixteen years, at Delhi in the month of June 2014 under the Special Marriage Act, 1954.
- (a) Marriage between 'A' and 'B' can be legally solemnized under the Special Marriage Act, 1954
 (b) **Marriage between 'A' and 'B' cannot be legally solemnized under the Special Marriage Act, 1954**
 (c) Marriage between 'A' and 'B' can remain valid for A under the Special Marriage Act, 1954
 (d) None of the above is correct.
- 187. PRINCIPLE: Under the Hindu Marriage Act, 1955 either the husband or the wife can move a petition for a decree of divorce on the ground of desertion. The term 'desertion' means desertion of the petitioner by the other party to the marriage for a continuous period of not less than two years immediately preceding the presentation of the petition, without reasonable cause and without the consent or against the wish of such party and includes the willful neglect of the petitioner by the other party to the marriage, and its grammatical variations and cognate expressions shall be construed accordingly. It is also said that desertion is withdrawal not from a place but from a state of things.**
FACTS: Rohan, a technocrat, went to US in January 2011 for pursuing his higher studies for a period of three years. In fact, Rohan went to US with the consent of his wife Basanti, who stayed at her parents' home, and with a promise of his return to India upon the completion of his studies. From US he has quite often been in touch with his wife. Subsequently, Rohan has got a job there in US and he wishes to take his wife. She refuses to go to US and, in the meanwhile, she files a petition for a decree of divorce on the ground of desertion by her husband.
- (a) Rohan's three year stay in US in the above context can amount to a ground of desertion for divorce.
 (b) **Rohan's three year stay in US in the above context cannot amount to a ground of desertion for divorce.**
 (c) Rohan's continued stay after three years can amount to a ground of desertion for divorce.
 (d) Basanti's refusal can amount to a ground of desertion for divorce.
- 188. PRINCIPLE: Under the Hindu Adoptions and Maintenance Act, 1956, no person shall be capable of being taken in adoption unless he or she is a Hindu, he or she not already been adopted, he or she has not been married, unless there is a custom or usage applicable to the parties which permits persons who are married being taken in adoption, and he or she has not completed the age of fifteen years, unless there is a custom or usage applicable to the parties which permits persons who have completed the age of fifteen years being take in adoption.**
FACTS: Vijay being natural father had given Tarun, a boy aged 10 years, in adoption to Manoj in March 2010 in accordance with the Hindu Adoptions and Maintenance Act, 1956. In May 2012 Manoj gave Tarun in adoption to Sanjay. Subsequently in December 2013, Sanjay gave Tarun in adoption to Vijay.
- (a) Adoption of Tarun by Sanjay is valid
 (b) Adoption of Tarun by Vijay is valid
 (c) **Adoption of Tarun by Manoj is valid**
 (d) None of the above adoptions is valid.
- 189. PRINCIPLE: Under copyright law copyright subsists in original literary works also. A literary work need not be of literary quality. Even so prosaic a work as**

an index of railway stations or a railway guide or a list of stock exchange quotations qualifies as a literary work if sufficient work has been expended in compiling it to give it a new and original character.

FACTS: Michael works hard enough, walking down the streets, taking down the names of people who live at houses and makes a street directory as a result of that labour.

- (a) Michael's exercise in making a street directory is sufficient to justify in making claim to copyright in that work which is ultimately produced
- (b) Michael's exercise in making a street directory is not enough to justify in making claim to copyright in that work
- (c) A street directory cannot be enough to be considered as a literary work
- (d) None of the above statements is correct.

190. PRINCIPLE: Every person shall be liable to punishment under the Indian Penal Code and not otherwise for every act or omission contrary to the provisions of the Code of which he shall be guilty within the territory of India. In other words, the exercise of criminal jurisdiction depends upon the locality of the offence committed, and not upon the nationality or locality of the offender.

FACTS: 'X', a Pakistani citizen, while staying at Karachi, made false representations to 'Y', the complainant, at Bombay through letters, telephone calls and telegrams and induced the complainant to part with money amounting to over rupees five lakh to the agents of 'X' at Bombay, so that rice could be shipped from Karachi to India as per agreement. But the rice was never supplied to the complainant.

- (a) The offence of cheating under section 420 of the Code was committed by 'X' within India, even though he was not physically present at the time and place of the crime.
- (b) The offence of cheating as per section 420 of the Code was not committed by 'X' within India, as he was not physically present at the time and place of the crime.
- (c) Only the agents of 'X' had committed the offence of cheating under section 420 of the Code within India, as they were physically present at the time and place of the crime.
- (d) 'Y' was also liable for the offence of cheating under section 420 of the Code within India, as he was physically present at the time and place of the crime.

191. PRINCIPLE: When two or more persons agree to do, or cause to be done, (1) an illegal act, or (2) an act which is not illegal by illegal means, through such an agreement such persons are said to have been engaged in a criminal conspiracy to commit an offence. It is said that no consummation of the crime need be achieved or even attempted.

FACTS: 'X', 'Y' and 'Z' plan to kill 'D'. They agree that only one among them that is 'Z', will execute the plan. In pursuance of it 'Z' buys a gun and loads it.

- (a) Only 'Z' can be charged with criminal conspiracy to kill 'D'
- (b) All of them, i.e., 'X', 'Y' and 'Z', can be charged with criminal conspiracy to kill 'D'
- (c) 'X' and 'Y' cannot be charged with criminal conspiracy to kill 'D'
- (d) None of them can be charged with criminal conspiracy to kill 'D'.

192. PRINCIPLE: 'Wrongful gain' is gain by unlawful means of property to which the person gaining is not legally entitled. 'Wrongful loss' is the loss by unlawful means of property to which the person losing it is legally entitled.

FACTS: 'X' takes away Y's watch out of Y's possession, without Y's consent and with the intention of keeping it.

- (a) 'X' causes 'wrongful gain' to 'Y'
- (b) 'Y' causes 'wrongful gain' to 'X'
- (c) 'X' causes 'wrongful loss' to 'Y'
- (d) 'Y' causes 'wrongful loss' to 'X'.

193. PRINCIPLE: Nothing is an offence by reason that it causes, or that it is intended to cause, or that it is known to be likely to cause, any harm, if that harm is so slight that no person of ordinary sense and temper would complain of such harm.

FACTS: 'X' takes a plain sheet of paper from Y's drawer without Y's consent to write a letter to his friend,

- (a) 'X' has committed an offence in the above context
- (b) 'X' has committed no offence in the above context
- (c) 'Y' can sue 'X' for an offence in the above context
- (d) None of the above is correct in the above context.

194. PRINCIPLE: When an act which would otherwise be a certain 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, or by reason of any misconception on the part of that person, every person has the same right of private defence against that act which he would have if the act were that offence.

FACTS: 'X', under the influence of madness, attempts to kill 'Y'.

- (a) 'Y' has the right of private defence against 'X'
- (b) 'Y' does not have the right of private defence against 'X'
- (c) 'Y' has the right of private defence against 'X', only if 'X' is not under the influence of madness
- (d) 'X' has the right of private defence against 'Y'.

195. PRINCIPLE: Where a person fraudulently or erroneously represents that he is authorized to transfer certain immovable property and professes to transfer such property for consideration, such transfer shall, at the option of the transferee, operate on any interest which the transferor may acquire in such property at any time during which the contract of transfer subsists.

FACTS: 'A', a Hindu who has separated from his father 'B', sells to 'C' three fields X, Y and Z, representing that 'A' is authorized to transfer the same. Of these fields Z does not belong to 'A', it having been retained by 'B' on the partition; but on B's dying 'A' as successor obtains Z, and at that time 'C' had not cancelled the contract of sale.

- (a) 'A' can sell Z to a third party
- (b) 'A' is not required to deliver Z to 'C'
- (c) 'A' is required to deliver Z to 'C'
- (d) None of the above statements is correct.

196. PRINCIPLE: Under the Transfer of Property Act, 1882 a property must be transferred by one living person to another living person. The Act deals only with transfer of property between living persons.

FACTS: 'X' wants to transfer his property to the presiding deity in a temple situated within the estate of 'A'.

- (a) Transfer of property by 'X' will be valid
- (b) Transfer of property by 'X' will be invalid
- (c) Transfer of property by 'X' to the presiding deity will become a valid transfer to 'A'
- (d) None of the above is correct.

197. PRINCIPLE: Where there is transfer of ownership of one thing for the ownership of some other thing it is called exchange; while transfer of ownership for consideration of money is called sale, whereas, without consideration it becomes gift.

FACTS: 'A' transfers his house worth ₹ 50 Lakhs to 'B' for a shopping building worth the same amount, as consideration, from 'B'.

- (a) The transaction is a gift
- (b) The transaction is a sale
- (c) The transaction is an exchange
- (d) The transaction is a mortgage.

198. PRINCIPLE: One of the principles of natural justice Nemo judex in causasua, which means that no one should be a judge in his Own cause. In other words, no person can judge a case in which he has an interest.

FACTS: 'X', a member of the selection board for a government service, was also a candidate for selection for the same service. 'X' did not take part in the deliberations of the board when his name was considered and approved.

- (a) Selection of 'X' is against the principle of natural justice.
- (b) Selection of 'X' is not against the principle of natural justice.
- (c) Non-selection of 'X' will be against the principles of natural justice.
- (d) Non-participation of 'X' in the board deliberations will render his selection valid.

199. PRINCIPLE: Strike is a collective stoppage of work by workmen undertaken in order to bring pressure upon those who depend on the sale or use of the products of work; whereas, lock-out is a weapon in the hands of the employer, similar to that of strike in the armory of workmen, used form compelling persons employed by him to accept his terms or conditions of or affecting employment. While in closure there is

permanent closing down of a place of employment or part thereof, in lay-off an employer, who is willing to employ, fails or refuses or is unable to provide employment for reasons beyond his control.

FACTS: Workmen of a textile factory went on strike as per law, demanding the payment of bonus. Employer of the factory refused to pay any extra allowances, including bonus, and besides he closed down the factory till the strike was stopped.

- (a) Act of closing down the factory by the employer amounted to strike
- (b) Act of closing down the factory by the employer amounted to lay-off
- (c) Act of closing down the factory by the employer amounted to lock-out
- (d) Act of closing down the factory by the employer amounted to closure.

200. PRINCIPLE: Trade dispute means any dispute between employers and workmen or between workmen and workmen, or between employers and employers which is connected with the employment or non-employment, or the terms of employment or the conditions of labour, of any person. Disputes connected with the non-employment must be understood to include a dispute connected with a dismissal, discharge, removal or retrenchment of a workman.

FACTS: 'X', an employee in a sugar factory, raised a dispute against 'Y', the employer, through trade union regarding certain matters connected with his suspension from the employment.

- (a) Matters connected with suspension can amount to a trade dispute
- (b) Matters connected with suspension cannot amount to a trade dispute
- (c) Only after dismissal, matters connected with suspension can amount to a trade dispute
- (d) None of the above is correct.

Shri Ram Murti Smarak College

87030000

CLAT - 2014															
1	D	26	A	51	B	76	C	101	B	126	A	151	C	176	B
2	A	27	C	52	C	77	D	102	D	127	D	152	D	177	C
3	B	28	D	53	A	78	D	103	C	128	B	153	B	178	B
4	D	29	A	54	A	79	C	104	B	129	B	154	B	179	B
5	D	30	B	55	C	80	B	105	A	130	C	155	C	180	A
6	B	31	C	56	B	81	C	106	C	131	A	156	A	181	C
7	D	32	B	57	D	82	D	107	C	132	B	157	C	182	B
8	B	33	D	58	C	83	A	108	D	133	C	158	D	183	B
9	A	34	A	59	D	84	A	109	D	134	D	159	D	184	C
10	B	35	C	60	A	85	C	110	A	135	A	160	C	185	A
11	C	36	D	61	A	86	D	111	B	136	D	161	A	186	B
12	B	37	D	62	D	87	C	112	D	137	A	162	B	187	B
13	A	38	C	63	B	88	D	113	D	138	C	163	B	188	C
14	D	39	A	64	B	89	D	114	C	139	A	164	A	189	A
15	D	40	B	65	D	90	C	115	C	140	D	165	B	190	A
16	C	41	D	66	D	91	D	116	D	141	C	166	A	191	B
17	D	42	D	67	C	92	A	117	D	142	A	167	D	192	C
18	B	43	BA	68	B	93	C	118	A	143	B	168	B	193	B
19	A	44	B	69	A	94	C	119	D	144	C	169	B	194	A
20	C	45	C	70	D	95	B	120	D	145	A	170	A	195	C
21	D	46	A	71	D	96	C	121	B	146	C	171	C	196	B
22	B	47	B	72	C	97	C	122	B	147	A	172	D	197	C
23	A	48	D	73	B	98	D	123	D	148	D	173	A	198	A
24	D	49	B	74	A	99	A	124	A	149	C	174	B	199	C
25	B	50	B	75	C	100	B	125	D	150	B	175	B	200	A

Shri Ram Murthy Smart Solutions Pvt. Ltd. .9458703000