

Comprehension:

This section consists of fifty (50) questions. Follow the instructions carefully and answer the questions.

Question numbers 1-35 consists of legal proposition(s)/ principle(s) (hereinafter referred to as 'principle') and facts. Such principles may or may not be true in the real and legal sense, yet you have to conclusively assume them to be true for the purposes of this Section. In other words, in answering these questions, you must not rely on any principle except the principles those 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 absurd or unacceptable for any other reason. It is not the objective of this section to test your knowledge of law.

Therefore, to answer a question, principle is to be applied to the given facts and to choose the most appropriate option.

SubQuestion No : 27

Q. Principle: Under the Employees Compensation Act, 1923, an employer is liable to pay compensation to his workmen for injuries sustained by them by an accident arising out of and in the course of employment.

Facts: M, the Manager of SRK Industries asked his secretary S to submit a report at the Government Labour Office. 'S' submitted the report as directed. On his way back S met one of his class mates. He then decided to have a cup of tea together on a way side restaurant. Some time later, 'S' got a message from his office to report back as it was long time since he left the office. 'S' rushed back on his Motor Cycle. On his way back a Truck which was coming from a side road hit 'S'. He was admitted in a nearby hospital with multiple injuries. He claims compensation under the Employees Compensation Act from his employer.

- Answers:**
- 1. The Employer is liable as S had to rush back to the office, because of the message from the office.
 - 2. The Employer is not liable as the truck driver was negligent.
 - 3. The Employer is not liable as he was admitted in a private hospital and not a Government Hospital.
 - 4. The Employer is liable to pay compensation as the accident took place arising out of and in the course of employment.

Comprehension:

This section consists of fifty (50) questions. Follow the instructions carefully and answer the questions.

Question numbers 1-35 consists of legal proposition(s)/ principle(s) (hereinafter referred to as 'principle') and facts. Such principles may or may not be true in the real and legal sense, yet you have to conclusively assume them to be true for the purposes of this Section. In other words, in answering these questions, you must not rely on any principle except the principles those 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 absurd or unacceptable for any other reason. It is not the objective of this section to test your knowledge of law.

Therefore, to answer a question, principle is to be applied to the given facts and to choose the most appropriate option.

SubQuestion No : 28

Q. Principle: An agreement, the terms of which are not certain, or capable of being made certain, is void.

Facts: Sunder agreed to take Bhola's penthouse on rent for three years at the rate of rupees 12,00,000/- per annum provided the house was put to thorough repairs and the living rooms were decorated according to contemporary style.

- Answers:**
- 1. There is no valid contract because it has vague and uncertain terms, as the term 'present style' may mean one thing to Sunder and another to Bhola.
 - 2. There is a valid contract because there is an offer from Sunder and acceptance from Bhola.
 - 3. It is voidable contract at the option of Bhola.
 - 4. There is a valid contract because all the terms of contract are certain and not vague as the rent is fixed by both of them and the term 'present style' only can be interpreted to mean the latest style.

Comprehension:

This section consists of fifty (50) questions. Follow the instructions carefully and answer the questions.

Question numbers 1-35 consists of legal proposition(s)/ principle(s) (hereinafter referred to as 'principle') and facts. Such principles may or may not be true in the real and legal sense, yet you have to conclusively assume them to be true for the purposes of this Section. In other words, in answering these questions, you must not rely on any principle except the principles those 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 absurd or unacceptable for any other reason. It is not the objective of this section to test your knowledge of law. Therefore, to answer a question, principle is to be applied to the given facts and to choose the most appropriate option.

SubQuestion No : 29

Q. Principle: Whoever takes away with him any minor less than sixteen years of age if a male, or less than eighteen years of age if a female, out of the custody of parents of such minor without the consent of such parents, is said to commit no offence.

Facts: 'A', a man, took away a girl below sixteen years to Mumbai without informing the parents of the girl.

- Answers
1. 'A' committed an offence against the girl as well as her parents
 2. 'A' committed an offence against the girl.
 3. 'A' committed no offence against the parents of the girl.
 4. 'A' committed no offence against the girl as well as her parents.

Comprehension:

This section consists of fifty (50) questions. Follow the instructions carefully and answer the questions.

Question numbers 1-35 consists of legal proposition(s)/ principle(s) (hereinafter referred to as 'principle') and facts. Such principles may or may not be true in the real and legal sense, yet you have to conclusively assume them to be true for the purposes of this Section. In other words, in answering these questions, you must not rely on any principle except the principles those 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 absurd or unacceptable for any other reason. It is not the objective of this section to test your knowledge of law.

Therefore, to answer a question, principle is to be applied to the given facts and to choose the most appropriate option.

SubQuestion No : 30

Q. Principle: Section 34 of Indian Penal Code provides that '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: Three vagabonds, Sanju, Dilbag and Sushil decided to commit burglary. In the night, Sushil opened the lock and they broke into a rich man's house when the entire family was on a pilgrimage. Sanju had gone to that house earlier in connection with some cleaning job. There was only a servant lady in the house. Hearing some sounds from the master bed room, the servant switched on the lights and went up to the room from where she heard the sound. Noticing that the servant was going to cry for help, Sanju grabbed her and covered her mouth with his hands and dragged her into the nearby room. The other two were collecting whatever they could from the room. When they were ready to go out of the house, they looked for Sanju and found him committing rape on the servant. They all left the house and the servant reported the matter to the police and identified Sanju. Subsequently, all three were arrested in connection with the offences of house breaking, burglary and rape. Identify the legal liability of the three.

- Answers
1. All three are liable for all the offences as there was common intention to commit the crimes.
 2. Sanju will be liable only for housebreaking and rape as he did not participate in the burglary.
 3. Only Dilbag and Sushil are liable for burglary in looting the house, and all three will be liable for housebreaking and rape as they did not stop Sanju from committing the offence and hence were accomplice to the offence.
 4. Only Sanju will be liable for rape as he was the one who actually committed the offence.

Comprehension:

This section consists of fifty (50) questions. Follow the instructions carefully and answer the questions.

Question numbers 1-35 consists of legal proposition(s)/ principle(s) (hereinafter referred to as 'principle') and facts. Such principles may or may not be true in the real and legal sense, yet you have to conclusively assume them to be true for the purposes of this Section. In other words, in answering these questions, you must not rely on any principle except the principles those 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 absurd or unacceptable for any other reason. It is not the objective of this section to test your knowledge of law.

Therefore, to answer a question, principle is to be applied to the given facts and to choose the most appropriate option.

SubQuestion No : 31

Q. Principle: When a person who has made a promise to another person
31 to do something does not fulfill his promise, the other person
becomes entitled to receive, from the person who did not fulfill his
promise, compensation in the form of money.

Facts: 'X' made a promise to 'Y' to repair his car engine. 'Y' made the
payment for repair. After the repair, 'Y' went for a drive in the same c
ar. While driving the car, 'Y' met with an accident due to bursting of a
tyre.

Ans 1. 'X' will be entitled to receive compensation from 'Y' in the form of

2. 'X' will not be entitled to receive compensation.
3. 'Y' will be entitled to receive compensation from 'X' in the form of
money.
4. 'Y' will not be entitled to receive compensation from 'X'.

Comprehension:

This section consists of fifty (50) questions. Follow the instructions carefully and answer the questions.

Question numbers 1-35 consists of legal proposition(s)/ principle(s) (hereinafter referred to as 'principle') and facts. Such principles may or may not be true in the real and legal sense, yet you have to conclusively assume them to be true for the purposes of this Section. In other words, in answering these questions, you must not rely on any principle except the principles those 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 absurd or unacceptable for any other reason. It is not the objective of this section to test your knowledge of law. Therefore, to answer a question, principle is to be applied to the given facts and to choose the most appropriate option.

SubQuestion No : 32

Q. Principle: If a party to a contract agrees to it under undue influence o
32 f any other party then the party under the undue influence may
refuse to perform in accordance with the agreement.

Facts: A, a rich youngster became a member of a religious group and
soon he was appointed by P the head of the group as his personal se
cretary. As per the rules of the group, all officials and staff of the gro
up were supposed to stay in the group's official premises itself. Som
e days later, A was asked by P to execute a Gift deed in favour of P, i
n which it was mentioned that all immovable properties in his name a
re being gifted to P. A was unwilling to execute the deed, but he was f
orcefully restrained by P and his body guards in P's office and made
A sign the gift deed. Soon after this A left the group and refused to h
and over the property as agreed to in the gift deed. Is A's action vali
d?

- Ans 1. It is illegal for religious groups acquire property from its members.
2. A executed the deed, under compulsion and undue
influence, and was right in withdrawing from the contract.
3. As the gift deed was executed by A, he cannot refuse.
4. As Gift is also a contract, the consent of A was not
obtained by P while executing the deed.

Comprehension:

This section consists of fifty (50) questions. Follow the instructions carefully and answer the questions.

Question numbers 1-35 consists of legal proposition(s)/ principle(s) (hereinafter referred to as 'principle') and facts. Such principles may or may not be true in the real and legal sense, yet you have to conclusively assume them to be true for the purposes of this Section. In other words, in answering these questions, you must not rely on any principle except the principles those 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 absurd or unacceptable for any other reason. It is not the objective of this section to test your knowledge of law. Therefore, to answer a question, principle is to be applied to the given facts and to choose the most appropriate option.

SubQuestion No : 33

Q. Principle: A contract would be invalid and unlawful, if the contract is
33 for an immoral or illegal purpose.

Facts: P, was a young and helpless widow, living on the pavement. R,
a neighbour gave her a house, registered in her name, on the conditi
on that she should allow R to keep his smuggled goods and drugs in
her house. After the registration was done, according to the conditio

n in the contract, R's agents went to keep some packets in her house, she refused. R told her the condition under which the house was given to her. She still refused. Is P justified in her action?

Answers: 1. As R was making the contract for illegal activities, P's stand is valid in law.

2. R can take back the house by cancelling the transfer deed.

3. P is not justified as she did not have the right to deny R's request.

4. P is right as she did not like smuggled goods to be kept in her house.

Comprehension:

This section consists of fifty (50) questions. Follow the instructions carefully and answer the questions.

Question numbers 1-35 consists of legal proposition(s)/ principle(s) (hereinafter referred to as 'principle') and facts. Such principles may or may not be true in the real and legal sense, yet you have to conclusively assume them to be true for the purposes of this Section. In other words, in answering these questions, you must not rely on any principle except the principles those 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 absurd or unacceptable for any other reason. It is not the objective of this section to test your knowledge of law.

Therefore, to answer a question, principle is to be applied to the given facts and to choose the most appropriate option.

SubQuestion No : 34

Q. Principle: 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' to save his life kills 'A'.

Answers: 1. 'A' has not committed an offence because he was mad.

2. 'B' has committed an offence.

3. 'B' has not committed any offence.

4. 'A' has committed the offence of attempt to murder.

Comprehension:

This section consists of fifty (50) questions. Follow the instructions carefully and answer the questions.

Question numbers 1-35 consists of legal proposition(s)/ principle(s) (hereinafter referred to as 'principle') and facts. Such principles may or may not be true in the real and legal sense, yet you have to conclusively assume them to be true for the purposes of this Section. In other words, in answering these questions, you must not rely on any principle except the principles those 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 absurd or unacceptable for any other reason. It is not the objective of this section to test your knowledge of law.

Therefore, to answer a question, principle is to be applied to the given facts and to choose the most appropriate option.

SubQuestion No : 35

Q. Principle: A violation of a legal right of someone, whether results in a legal injury or not, gives rise to an action in tort for compensation.


At the same time, an action by someone, which results in some loss or damage to somebody else is not actionable, if there is no violation of a right of that somebody.

Facts: AB Coaching Centre was a popular CLAT coaching academy with several good trainers. A lot of aspirants used to attend its coaching classes from all over and was making good profit. This was going on for the past several years. During a session, T, one of the very good and popular trainers of ABCC, had some difference of opinion with the owner of ABCC and left the coaching centre. In August 2016, T started another Entrance Coaching Centre closer to ABCC which resulted in a substantial drop in its students and huge financial loss. The owner of ABCC wants to file a case against T for the loss sustained by ABCC. What do you think is the right legal position?

Answers: 1. T will be liable to compensate the loss to ABCC.

2. T has not violated any of ABCC's legal right though they sustained some financial loss, and not legally bound to compensate ABCC.

3. 'T' should have consulted ABCC before starting his coaching centre.

 4. T started the new coaching centre near ABCC intentionally, and shall be liable to compensate the loss of ABCC.




Comprehension:

Direction for questions 36 – 50: Legal phrases are followed by four meanings. Choose the most appropriate option:

SubQuestion No : 36

Q. Bona vacantia

36

- Answers
-  1. Order of the court for eviction
 -  2. Vacant land
 -  3. Goods that have no owner
 - 4. Vacant building


Comprehension:

Direction for questions 36 – 50: Legal phrases are followed by four meanings. Choose the most appropriate option:

SubQuestion No : 37

Q. In pari delicto

37

- Answers
-  1. Where the lawyer is at fault
 -  2. Where the judge is at fault
 -  3. Where the petitioner is at fault
 -  4. Where both parties to a dispute are equally at fault




Comprehension:

Direction for questions 36 – 50: Legal phrases are followed by four meanings. Choose the most appropriate option:

SubQuestion No : 38

Q. 'Sine die' means:

38

- Answers
-  1. Adjourned without fixing any date for the next meeting.
 -  2. Adjourned for the day and scheduled to meet next day again.
 -  3. Adjourned for the day and meet after one week.
 - 4. Adjourned for the day and meet after one month.

Comprehension:

Direction for questions 36 – 50: Legal phrases are followed by four meanings. Choose the most appropriate option:

SubQuestion No : 39

Q. Malus animus

39

- Answers
-  1. Good intention
 -  2. Bad intention
 -  3. Physical force
 - 4. Animal farm




Comprehension:

Direction for questions 36 – 50: Legal phrases are followed by four meanings. Choose the most appropriate option:

SubQuestion No : 40

Q. Lis pendens

40

- Answers
-  1. Pending suit
 -  2. Decided case
 -  3. No legal issues involved



4. Facts of case proved

Comprehension:

Direction for questions 36 – 50: Legal phrases are followed by four meanings. Choose the most appropriate option:

SubQuestion No : 41

Q. Per incuriam
41

Answers 1. Mistaken decision



2. Supremacy of law



3. Mistaken identity



4. Supremacy of the Constitution

Comprehension:

Direction for questions 36 – 50: Legal phrases are followed by four meanings. Choose the most appropriate option:

SubQuestion No : 42

Q. Autrefois convict
42

Answers 1. Formerly convicted



2. To be convicted



3. Failed prosecution

4. Doubtful conviction

Comprehension:

Direction for questions 36 – 50: Legal phrases are followed by four meanings. Choose the most appropriate option:

SubQuestion No : 43

Q. Lex loci
43

Answers 1. Law of a place



2. Latin regulations



3. Domestic laws

4. Italian laws

Comprehension:

Direction for questions 36 – 50: Legal phrases are followed by four meanings. Choose the most appropriate option:

SubQuestion No : 44

Q. Animus possidendi' means:
44

Answers 1. Intent to contract



2. Intention to harm



3. Intention to return

4. Intention to possess

Comprehension:

Direction for questions 36 – 50: Legal phrases are followed by four meanings. Choose the most appropriate option:

SubQuestion No : 45

Q. Caveat venditor
45

Answers 1. Seller beware



2. Manufacturer beware

3. Transporter beware