

1. Which one of the following statements is Correct?
- (a) Preamble of the Constitution is the part of the Constitution and can be amended under Article 368
  - (b) Preamble of the Constitution is not a part of the Constitution and cannot be amended
  - (c) Preamble is the part of the Constitution and can be amended only if no change in the basic structure is made**
  - (d) Preamble can be amended by Parliament simply by an objective resolution.

Ans: (c)

Preamble is the part of the basic structure of the Constitution and can be amended only if no change in the basic structure is made. In the landmark judgment of Kesavananda Bharati, the Supreme Court propounded the Basic Structure Doctrine. As per this doctrine, the Parliament had the power to amend any part of the Constitution and there were no barriers on its power. Any part of the Constitution may be amended as long as the basic structure of the Constitution is not violated.

2. Which one of the following statements is correct
- (a) The Constitution gives more importance to the society as a whole
  - (b) The Constitution is individual centric or individual oriented
  - (c) The Constitution is social-economic pattern of the society but ignores the individual
  - (d) The Constitution has not ignored individual but has endeavoured to harmonise the individual interest with permanent interest of the community.**

Ans: (d)

3. The term 'other authorities' as given under Article 12 includes
- (a) Such bodies as are functioning as agents of the Executive Government only
  - (b) All authorities that are created by the Constitution or statute and persons on whom powers are conferred by law**
  - (c) None of the above
  - (d) All of the above

Ans: (b)

The 'Other Authorities' mentioned under Article 12 means all such authorities that lie within the territory of India and are controlled by the government of India through its acts and amendments. In the case of R.D Shetty v. Airport Authority of India, the SC held that, in order to call any authority a State, the following has to be seen:

- 1. Such other authorities have a governmental functional character
- 2. The absolute control of such authorities lie with the government
- 3. Such authorities which have an element of command or authority
- 4. The authorities discharging public service.

4. On which date the judgment passed which has changed the 50 years old law of Rent and challenged the doctrine of equality enshrined in Article 14
- (a) 14th April, 2008
  - (b) 16th April, 2008**
  - (c) 20th April, 2008
  - (d) 2nd April, 2008.

Ans: (b)

The case of **Satyawati Sharma vs Union Of India**, a judgment was passed on 16 April, 2008. In this case, the question before the Court was whether Section 14(1)(e) of the Delhi Rent Control Act, 1958 is ultra vires the doctrine of equality enshrined in Article 14 of the Constitution of India? In this Case the SC passed the judgement which changed the 50 years old law of Rent.

5. Article 19(1)(d) provides right to move freely throughout the territory of India. This right is
- (a) **Subject to reasonable restriction for certain and specific purposes**
  - (b) Absolute and unchallengeable
  - (c) Not subjected to any restriction
  - (d) Guaranteed and any restriction is infringement.

Ans: (a)

As per Article 19, the citizen have the right to move freely throughout the territory of India. However, Clause (5) of this Article states that, this right shall not or prevent the State from making any law imposing reasonable restrictions on the exercise of this right conferred either in the interests of the general public or for the protection of the interests of any Scheduled Tribe.

6. Under which one of the following cases the traditional rule of filing petition only by the person aggrieved except in the case of habeas corpus is relaxed
- (a) Trilokchand Moichand V. H.B. Munshi
  - (b) Loginder Nath v. LIOI
  - (c) Rabindranath Bose V. 1101
  - (d) **Upendra Baxi v. State of UP.**

Ans: (d)

In the case of **Upendra Baxi v. State of UP**, the SC had removed the traditional rule of filing petition only by the person aggrieved in the case of writ of habeas corpus. Earlier the said writ was to be filed by the aggrieved person. But the court observed that, merely due to the reason that the person is not able to file such a writ because he is unjustly detained is no ground to refuse to entertain any such writ filed by some third party on aggrieved's behalf.

7. In which recent case the meaning and rationale of "preventive detection" is being discussed in the Constitution or statute
- (a) **State of Maharashtra v. Bhaurao Punjabrao Gawande**
  - (b) Rajinder Arora v. Union of India.
  - (c) Naresh Kumar Goel v. Union of India
  - (d) A.K. Ray v. Union of India.

Ans: (a)

It was observed in the case of **State of Maharashtra v. Bhaurao Punjabrao Gawande**, there can be no doubt that personal liberty is a precious right. So did the Founding Fathers believe because, while their first object was to give unto the people a Constitution whereby a Government was established, their second object, equally important, was to protect the people against the Government. That is why, while conferring extensive powers on the Government like the power to declare an emergency, the power to suspend the enforcement of Fundamental Rights or the power to issue Ordinances, they assured to the people a Bill of Rights by Part III of the Constitution, protecting against executive and legislative despotism those human rights which they regarded as 'fundamental'.

8. The term 'State' in connection with the Directive Principles
- (a) Has a meaning given to it in reference to fundamental rights
  - (b) **Means only Union and State Legislature**
  - (c) Means all three organs of the Government
  - (d) Means the same thing as in connection with the fundamental rights.

Ans: (b)

As per Article 13 of the Constitution, "**the State**" includes the Parliament of India and the Government and the Legislature of each of the States and all local or other authorities within the territory of India or under the control of the Government of India. The term 'State' in connection with the Directive Principles means only Union and State Legislature.

9. Assertion (A): Directive Principles are relevant for determining the reasonableness of restrictions under Article 19.  
Reason (R): Directive Principles have been declared superior to Fundamental Rights  
(a) Both A and R are correct and R is correct explanation of A  
(b) Both A and R are correct and R is not correct explanation of A  
**(c) A is true but R is false**  
(d) A is false but R is true.

Ans: (c)

DPSP imposes a duty upon the state not only to protect and acknowledge the Fundamental right of the individual but also to achieve Social-economic goals. DPSP are in Part IV of the Constitution of India. In Champakam Dorairajan Case (1951), the Supreme Court ruled that in any case of conflict between Fundamental Rights and DPSPs, the provisions of the former would prevail. DPSPs were regarded to run as a subsidiary to Fundamental Rights. SC also ruled that Parliament can amend Fundamental Rights through constitutional amendment act to implement DPSPs.

Also it is true that the Directive Principles are relevant for determining the reasonableness of restrictions under Article 19. Therefore, A is true but R is false.

10. The Legal power or position of the President of India is  
**(a) The same as in the English Constitution**  
(b) Like the President of America  
(c) Like the Administrator of Sikkim  
(d) Like that of Chief Justice of Supreme Court.

Ans: (a)

The Constitution of India has provided for a parliamentary form of a government. Under the Indian Constitution, the President occupies the Same position as the King under the English Constitution. He represents the nation. The President has been made only a nominal executive, the real executive being the council of ministers headed by the Prime Minister. He has to exercise his powers and functions with the aid and advise of the Council of Ministers headed by the prime minister as provided under Article 74 of the Constitution.

11. Propositions under Evidence Act are  
i. Statement is a genus, admission is a species & confession is sub species.  
ii. Statement & admission are species & confession is a sub species.  
iii. Statement & admission are genus confession is a species.  
In this context which of the following correct  
**(a) I is correct, II & III are incorrect**  
(b) I & II are correct & III is incorrect  
(c) II & III are correct & I is incorrect  
(d) III is correct & I & II are incorrect.

Ans: (a)

Admission means stating something which is against the interest of the person making such admission. It is a statement of facts which is of such a nature that it waives the necessity of producing evidence and that the fact asserted by the opponent is true. When a party accepts his statement made in earlier proceedings, it amounts to an admission. A confession is a statement made by an accused admitting his guilt. Therefore, the statement is a genus; admission is the species and confession is the sub-species.

12. Which of the following admission is no evidence?  
(a) An admission by one of the several defendants in a suit against another defendant  
(b) An admission by a guardian *ad litem* against a minor  
(c) An admission by one of the partners of a firm against the firm or other partners  
**(d) Only (a) & (b).**

Ans: (d)

As per **Section 23** of the partnership Act, 1932, an admission made by a partner concerning the affairs of the firm if made in the ordinary course of the partnership business are evidence against the firm. Such admissions made by the partners will bind the firm. However, an admission by one of the several defendants in a suit against another defendant and an admission by a guardian *adlitem* against a minor is no evidence under the Evidence Act and proper corroboration is required.

13. A dying declaration:

- (a) **Can form the sole basis of conviction without any corroboration by independent evidence**
- (b) Can form the basis of conviction only on corroboration by independent witness
- (c) Cannot form the sole basis of conviction unless corroborated by independent witness
- (d) Only (b) & (c) are correct.

Ans: (a)

A dying declaration is a statement made a person on his death bed, irrespective of the fact that whether the person making the statement was under expectation of death or not.

A dying declaration has been made relevant under Section 32 of the Evidence Act.

It was held in the case of **Kaushal Rao v. State of Bombay**, that a dying declaration is a substantive piece of evidence if the court is satisfied that the statement was made by the person mentally fit and without any external pressure. It also held that, this statement needs no corroboration and can be the sole basis of conviction if it is trust worthy and voluntarily given. Therefore, option (a) is correct.

14. A disputed handwriting can be proved.

- (a) By calling an expert
- (b) By examining a person acquainted with the handwriting of the writer of the questioned document
- (c) By comparison of the two-admitted & disputed handwriting
- (d) **All the above.**

Ans: (d)

Under section 45, opinions of experts are relevant on questions of foreign law, science, art, identity, handwriting or finger impressions. Expert testimony is admissible on the principle of necessity. As per Section 47, the opinion of a person acquainted with the handwriting of the person by whom the questioned document is alleged to have been written is relevant and the comparison of the two is under Section 73. Therefore, a disputed handwriting can be proved by all of the above.

15. Section 88A of Evidence Act provides for.

- (a) **Presumption as to the electronic message forwarded corresponds with the message as fed in the computer**
- (b) Presumption as to the person by whom the message is sent
- (c) Both (a) & (b)
- (d) Only (b) but not (a).

Ans: (a)

As per Section 88A, the Court may presume that an electronic message, forwarded by the originator through an electronic mail server to the addressee to whom the message purports to be addressed **corresponds with the message as fed into his computer for transmission.**

16. Section 91 of Evidence Act.

- (a) **Prohibits admission of oral evidence as to the existence or non-existence of a factum**
- (b) Permits admission of oral evidence as to the existence or non-existence of a factum but prohibits admission of oral evidence of the terms of that factum, if in existence
- (c) Prohibits admission of oral evidence as to the existence or non-existence of a factum and also the terms of the factum if in existence.
- (d) None of the above

Ans: (a)

As per Section 91 of the Act, when the terms of a contract have been reduced to the form of a document, no evidence shall be given in proof of the terms of such contract, except the document itself, or secondary evidence of its contents in cases in which secondary evidence is admissible. This is thus prohibition of admission of oral evidence as to the existence or non-existence of a factum.

17. Which of the following is true as to the standard of proof in criminal & civil proceedings?
- (a) In criminal proceedings the standard is beyond reasonable doubt and also in civil proceedings
  - (b) In criminal proceedings the stand is beyond reasonable doubt while in civil proceedings it is upon the balance of probabilities**
  - (c) In criminal & civil proceedings both it is 'upon the balance of probabilities
  - (d) In criminal proceedings it is upon the balance of probabilities while in civil beyond reasonable doubt.

Ans: (b)

The burden of proof lies with the party asserting an allegation of fact. It's a fundamental principle that those that seek the assistance of the law must prove their claim - first, before the defendant. There are two standards of proof under Indian Laws:-the balance of probabilities, and-beyond reasonable doubt. In civil claims, the standard of proof is the balance of probabilities. In criminal proceedings, the standard of proof is "beyond reasonable doubt"

18. In cases a child is born within 280 days of dissolution of marriage, the mother remaining unmarried the presumption of legitimacy of child under section 112 of Evidence Act arises.
- (a) If the father alive on the day the child is born
  - (b) If the father is not alive on the day the child is born
  - (c) Irrespective of whether the father is alive or dead on the day the child is born**
  - (d) Either in (a) or (b).

Ans: (c)

Section 112 of the evidence Act provides for the presumption as to legitimacy of a child. The law presumes the legitimacy of a child born during a valid marriage as conclusive. The only exception under the law is non-access between the parties. This "non-access" refers to the non-existence of opportunities for sexual intercourse. The legislative spirit behind this section seeks to establish that any child born during a valid marriage must be legitimate. Here, the presumption shall be conclusive irrespective of whether the father is alive or dead on the day the child is born.

19. Admissibility of the evidence under section 122 of Evidence Act has to be adjudged.
- (a) In the light of the status on the date when the communication was made**
  - (b) In the light of the status, on the date when the communication is sought to be tendered in court
  - (c) In the light of the status, on the date when the evidence is to be given in the court
  - (d) Either (a) or (b) or (c).

Ans: (a)

As per Section 122 of the Evidence act, no person who is or has been married, shall be compelled to disclose any communication made to him during marriage by any person to whom he is or has been married; nor shall he be permitted to disclose any such communication. Here, the admissibility of the evidence has to be adjudged in the light of the status on the date when the communication was made i.e if they are not longer married, they loose such a privilege.

20. Questions as to admissibility of evidence.
- (a) Should be decided as they arise**
  - (b) Should be reserved until judgment
  - (c) May be decided as they arise or may be reserved until judgment
  - (d) Either (b) or (c).

Ans: (a)

The term admissibility means the state or quality of being admissible or permissible. All evidence is not allowed in the Court, only those evidence which is reliable and relevant are admitted in the Court of Law.

The questions as to admissibility of evidence, as a general rule should be decided as they arise and must not be delayed.

21. In matters of condonation of delay under section 5, Limitation Act the Government, has to be accorded
- (a) Treatment similar to a private citizen and no latitude is permissible
  - (b) Treatment stricter than a private citizen as the Government is supposed to act in a more responsible manner
  - (c) Treatment similar to a private citizen, however, certain amount of latitude is not impermissible**
  - (d) Either (a) or (b).

Ans: (c)

The main objective that the Limitation Act, 1963 serves is to primarily provide a bar upon the time limit within which the aggrieved party can institute a suit, application or appeal in the court. However Section 5 provides for the condonation of delay. The condonation of delay means the extension of prescribed time in certain cases subject to sufficient cause.

It is inevitable that decisions are taken by officers at slow pace and encumbered process of pushing the files from table to table and keeping it on table for considerable time causing delay whether intentional or otherwise is a routine. Therefore, certain amount of latitude is not impermissible.

22. An application for condonation of delay under section 5, Limitation Act
- (a) Has to be considered by the court on merits and order has to be passed with reasons**
  - (b) Has to be considered by the courts on merits-however, the order need not be passed with reasons
  - (c) Has to be considered by the court on merits-however, the order may not be passed with reasons
  - (d) Has to be considered by the court on merits-however, it is discretionary for the court to pass order with or without reasons.

Ans: (a)

As per **Section 5** of the Limitation Act, any appeal or any application may be admitted after the prescribed period, if the appellant or the applicant satisfies the court that he had sufficient cause for not preferring the appeal or making the application within such period. The court shall consider the reasons on merits and order has to be passed with reasons for complete justice.

23. Which is not correct of law of limitation
- (a) Limitation bars the judicial remedies
  - (b) Limitation is negative in its operation
  - (c) Limitation is a procedural law
  - (d) Limitation bars the extra judicial remedies.**

Ans: (d)

There may be circumstances when a person can get the wrong caused to him redressed by using self-help instead of suing the defendant in a court of law. Such remedies which a person is allowed to seek without approaching the Court for justice are known as extra-judicial remedies. These remedies are nowhere restricted/ limited under the Limitation act. Therefore, option d is correct answer option.

24. Under section 21, when a defendant is added to a suit is deemed to have been instituted against a newly added defendant
- (a) On the date on which the new defendant is impleaded**
  - (b) On the date on which the suit was initially instituted
  - (c) On the date on which the application for impleading a new defendant is made
  - (d) None of the above.

Ans: (a)

As per Section 21 of the Limitation act, when after the institution of a suit, a new plaintiff or a defendant is substituted or added, the suit shall, as regards him, be deemed to have been instituted when he was so made a party.

25. Under section 19, the part payment Acknowledgement extends the period of limitation
- (a) From the date of expiry of initial period of limitation
  - (b) From the date of payment**
  - (c) From the date of the writing evidencing payment
  - (d) From the date of extended period of limitation.

Ans: (b)

As per Section 19 of the limitation Act, when payment on account of a debt is made before the expiration of the prescribed period by the person liable to pay the debt or by his agent duly authorised in this behalf, **a fresh period of limitation shall be computed from the time when the payment was made.**

26. Under section 12(2) of Limitation Act the time taken/elapsed between the date of judgment and the date of decree
- (a) Has to be excluded without any application for certified copy having been made during this period**
  - (b) Has to be excluded only if any application for obtaining the certified copy has been made during this period
  - (c) In both (a) & (b)
  - (d) In neither (a) nor (b) nor (c).

Ans: (a)

Section 12 of the Act provides for the "Exclusion of time in legal proceedings". Sub-Section (2) states that, in computing the period of limitation for an appeal or an application for leave to appeal or for revision, the day on which the judgment complained of was pronounced and the time requisite for obtaining a copy of the decree, sentence or order appealed from or sought to be revised or reviewed shall be excluded, without any application for certified copy having been made during this period.

27. According to section 27 of CPC summons to the defendant to be served on such date not beyond
- (a) 30 days from the date of institution of suits**
  - (b) 60 days from the date of institution of suits
  - (c) 45 days from the date of institution of suits
  - (d) 90 days from the date of institution of suits

Ans: (a)

Section 27 of CPC provides for the summons to the defendant. As per this Section, when a suit has been duly instituted, a summons may be issued to the defendant to appear and answer the claim and may be served in manner prescribed on such day not beyond thirty days from date of the institution of the suit.

28. If a document, which ought to be produced in the court along with the pleadings, is not produced, under Order VII, Rule 14(3) of CPC, at the hearing of the suit
- (a) The same shall not be received in evidence on behalf of the plaintiff**
  - (b) The same shall not be received in evidence on behalf of the defendant
  - (c) The same shall not be received in evidence on behalf of either party
  - (d) The same shall not be received in evidence on behalf of a third party.

Ans: (a)

As per the general rule of Plaints under Order VII, if a plaintiff sues upon a document in his possession he shall produce it in Court when the plaint is presented. However there are chances the document was not available without the Plaintiff at the time of filing the Plaint, then as per **Order VII Rule 14 (3)**, the document subsequently shall not, **without the leave of the Court**, be received in evidence on his behalf at the hearing of the suit.

29. Supreme Court in case of *Union of India v. Somasundaram Mills (P) Ltd.* held that under section 73 of CPC, the debts due to the State
- (a) Stand on equal footing with all other debts
  - (b) Are to be paid only after payment of all other debts

**(c) Are entitled to priority over all other debts**

(d) Either (a) or (b).

Ans: (c)

As per section 73 of CPC, when assets are held by a Court and more persons than one have made application to the Court for the execution of decrees for the payment of money passed against the same judgment-debtor and have not obtained satisfaction thereof, the assets, after deducting the costs of realization, shall be rateably distributed among all such persons, however, it was held in this case that, nothing in this section affects any right of the Government, i.e. the debts due to the State are entitled to priority over all other debts.

30. Under Order VI, Rule 15 of CPC pleading must be verified by

(a) All the parties

(b) Any one of the parties

**(c) All the parties if there are more than one or any one of the parties**

(d) Only (a) & not (b).

Ans: (c)

As per Order VI, **Rule 1** of CPC, "Pleading" shall mean plaint or written statement. As per rule 15, every pleading shall be verified at the foot by the party or by one of the parties pleading or by some other person proved to the satisfaction of the Court to be acquainted with the facts of the case.

31. Copy of the judgment shall be made available to the parties, under Order XX, Rule 1(2) of CPC

(a) After 7 days from the pronouncement of judgment

**(b) Immediately after the pronouncement of judgment**

(c) After 14 days from the pronouncement of judgment

(d) After 21 days from the pronouncement of Judgment

Ans: (b)

As per Order XX, Rule 1(2) of CPC, when a written judgment is to be pronounced, it shall be sufficient if the findings of the Court on each issue and the final order passed in the case are read out and it shall not be necessary for the Court to read out the whole judgment, but a copy of the whole judgment shall be made available for the perusal of the parties or the pleaders immediately after the judgment is pronounced.

32. Where the plaintiff fails to pay the court fee or postal charges for service of summons of the suit, on the defendant, the suit can be dismissed under

(a) Order IX, Rule 1 of CPC

**(b) Order IX, Rule 2 of CPC**

(c) Order IX, Rule 3 of CPC

(d) Order IX, Rule 8 of CPC.

Ans: (b)

In such circumstances, the suit can be dismissed. Rule 2 of Order IX states that, when on the day so fixed it is found that the summons has not been served upon the defendant in consequence of the failure of the plaintiff to pay the court-fee chargeable for such service, or to present copies of the plaint or concise statements, the Court may make an order that the suit be dismissed.

33. After being proceeded against ex-parte, the defendant is

(a) Precluded absolutely from participating in any proceeding in the suit

**(b) At liberty to join the proceedings at the stage where the proceedings are pending**

(c) At liberty to join the proceedings and do all the things which it could have done, had he not been proceeded against ex-parte, without getting the ex-parte order set aside

(d) Either (a) or (c).

Ans: (b)

As per **Order IX** of the Code of Civil Procedure, when the plaintiff appears and the defendant does not appear when the suit is called on for hearing, then, if it is proved that the summons was duly served, the Court may make an order that the suit be heard *ex parte*. However, after being proceeded against *ex parte*, the defendant is at liberty to join the proceedings at the stage where the proceedings are pending if sufficient reasons for non appearance are satisfactory.

34. Documents which are meant for cross-examining a witness of the other party or meant for refreshing the memory of the witness, may be produced
- (a) At or before the settlement of issues
  - (b) After the settlement of issues
  - (c) At the time when they are required**
  - (d) None of the above.

Ans: (c)

Documents which are meant for cross-examining a witness of the other party or meant for refreshing the memory of the witness, may be produced at the time when they are required after seeking permission from the court.

35. Where a party wishes to appear as a witness, as a general rule
- (a) The party shall appear as a witness after all other witnesses are examined
  - (b) The party shall appear first before any witness on his behalf has been examined**
  - (c) The party has the discretion to appear either before or after examination of other witnesses
  - (d) As directed by the court.

Ans: (b)

As per **Order 18, Rule 3A** of CPC, when a party himself wishes to appear as a witness, he shall so appear before any other witness on his behalf has been examined, unless the Court, for reason is to be recorded permits him to appear as his own witness at a later stage.

36. A decree can be transferred for execution to another court
- (a) If the judgment debtor actually voluntarily resides or carries on businesses or personally works for gain, within local limits of that other court
  - (b) If the judgment debtor does not sufficient property to satisfy the decree within the local limits of the court, passing the decree and has property within local limits of that other court
  - (c) If the decree directs sale or delivery immovable property situate outside the jurisdiction of the court passing the decree
  - (d) All the above.**

Ans: (d)

On the passing of a decree and transfer of it to another court of competent jurisdiction, the transferor court ceases to have jurisdiction over that decree and only a transferee court can entertain an application for execution.

All of the above are correct as per Section 39 of the CPC.

37. In the prosecution for an offence punishable under section 175, I.P.C for non-compliance/disobedience of the summon/issued under section 91 of CrPC.
- (a) The accused cannot take the defense that the document (s)/thing ordered to be \produced is not necessary or desirable for the investigation, inquiry or trial.
  - (b) The accused can take the defense that the document(s)/thing ordered to be produced is not necessary or desirable for the investigation, inquiry or trial**
  - (c) The accused cannot question the necessity or desirability of the document (s)/thing ordered to be produced, for the investigation, inquiry or trial
  - (d) The accused cannot be permitted to take the defense that the document(s)/thing ordered to be produced is not necessary or desirable for the investigation, inquiry or trial, as the necessity or desirability already stand adjudged before the issuance of summon to produce the document (s)/thing.

Ans: (b)

The accused can take the defense that the document/thing ordered to be produced is not necessary or desirable for the investigation, inquiry or trial as the same has been protected under Article 20(3), where an accused cannot be compelled to be a witness against himself.

38. Where a Magistrate, not empowered by law to issue a search warrant for a place suspected to contain stolen property, erroneously issue a search warrant.
- (a) The search proceeding shall be void & liable to be set aside
  - (b) The search proceeding shall not be void & not liable to be set aside
  - (c) The search proceeding shall be set aside only if challenged by any person aggrieved by the search
  - (d) Either (a) or (c).**

Ans: (d)

As per **Section 460** of the Code of Criminal procedure, if any Magistrate not empowered by law to issue a search-warrant under section 94 of CrPC, erroneously in good faith issues such a warrant, his proceedings shall not be set aside merely on the ground of his not being so empowered and also the search proceeding shall be set aside only if challenged by any person aggrieved by the search.

39. A statement of a witness recorded under section 161 of CrPC, in writing during investigation and is signed by the person making the statement is hit by:
- (a) Section 161 (2) of CrPC
  - (b) Section 161 (3) of CrPC
  - (c) Section 162 (1) of CrPC**
  - (d) Section 162 (2) of CrPC

Ans: (c)

As per **Section 161** of CrPC, any police officer making an investigation or any police officer not below such rank as the State Government may, prescribe in this behalf, acting on the requisition of such officer, may examine orally any person supposed to be acquainted with the facts and circumstances of the case. However as per **Section 162 (1)**, no such statement made by any person to a police officer in the course of an investigation, shall, if reduced to writing, be signed by the person making it.

40. The confession of an accused or the statement of a witness, under section 164 of CrPC, may be recorded.
- (a) Before the beginning of the investigation
  - (b) In the course of investigation only
  - (c) In the course of investigation or at any time afterwards before the commencement of inquiry or trial**
  - (d) In the course of investigation or at any time afterwards during the inquiry but before the commencement of trial.

Ans: (c)

As per Section 164 of CrPC, any Metropolitan Magistrate or Judicial Magistrate may, whether or not he has jurisdiction in the case, record any confession or statement made to him in the course of an investigation or at any time afterwards before the commencement of the inquiry or trial.

41. Section 463 of CrPC permits.
- (a) Oral evidence by the Magistrate of the confession made to him
  - (b) Oral evidence to prove that the procedure laid down under section 164, CrPC had actually been followed, where the record, which ought to show that, does not do so**
  - (c) Both (a) & (b)
  - (d) Neither (a) nor (b)

Ans: (b)

As per **Section 463 of CrPC**, if any Court before which a confession or other statement of an accused person recorded, or purporting to be recorded under section 164 or section 281 of CrPC, is tendered, or has been received, in evidence finds that any of the provisions of either of such sections have not been complied with by the Magistrate recording the statement, it may, take evidence in regard to such non-compliance. In such cases, as per **Section 59 of the Indian Evidence Act**, an oral evidence to prove that the procedure laid down under Section 164, CrPC had actually been followed, where the record, which ought to show that, does not do so.

42. Continuation of investigation, in a summons case triable by a Magistrate, beyond the period of six months, from the date of arrest of the accused, without the previous permission of the Magistrate.
- (a) Shall render the entire investigation vitiated bad and the accused is liable to be discharged
  - (b) Shall not render the entire investigation bad but the accused is liable to be discharged
  - (c) Shall not render the entire investigation bad, but the prosecution cannot rely on the investigation so carried out and the evidence so collected shall not be admissible**
  - (d) Either (a) or (b).

Ans: (c)

As per Section 167 (5) of CrPC, Continuation of investigation, in a summons case triable by a Magistrate, beyond the period of six months, from the date of arrest of the accused, without the previous permission of the Magistrate shall not render the entire investigation bad, but the prosecution cannot rely on the investigation so carried out and the evidence so collected shall not be admissible.

43. Amount of maintenance under section 125 of CrPC is.
- (a) Limited to Rs. 500 per month
  - (b) Limited to Rs. 1000 per month
  - (c) Limited to Rs 5000 per month
  - (d) Without any limit.**

Ans: (d)

The word 'Maintenance' is not defined in the Code of Criminal Procedure. 'Maintenance' in legal meaning is money (alimony) that someone must pay regularly to a former wife, husband or partner, especially when they have had children together. Section 125 of CrPC states out the parties who are entitled to get maintenance, essential ingredients to claim and get maintenance by the order of the first-class magistrate. The amount of maintenance under section is without any limit, as it varies from case to case.

44. At time of taking cognizance the Magistrate is to see.
- (a) Whether there are sufficient ground on record to proceed against the accused person**
  - (b) Whether there is a prima facie case against the accused person to frame the charge
  - (c) Sift or appreciate the evidence with reference to the material and come to the conclusion whether prima facie case is made out against the accused
  - (d) All of the above

Ans: (a)

As per Section 204 of the Code of criminal procedure, if the Magistrate taking cognizance of an offence is in the opinion that **there is sufficient ground for proceeding**, and the case appears to be—

- (a) a summons-case, he shall issue his summons for the attendance of the accused, or
- (b) a warrant-case, he may issue a warrant.

45. In a complaint disclosing commission of offence triable by a Magistrate.
- (a) It is necessary to examine the complainant and all the other witnesses on oath
  - (b) It is not necessary to examine the complainant and all the other witnesses
  - (c) It is necessary to examine the complainant on oath & it is not necessary to examine all the other witnesses**
  - (d) Both (a) & (c).

Ans: (c)

Section 200-203 of CrPC talks about complaint to magistrate.

Section 200 of the Code provides for the examination of the complainant. Unlike the filing of the FIR, where after the police straightaway proceed to investigate the offence complained of and arrest the suspects, **in case of the complaint**, the magistrate will not proceed with it without examining the complainant and witnesses. Here only the witnesses who are present at the time of filing such complaint shall be examined. Therefore, it is necessary to examine the complainant on oath & it is not necessary to examine all the other witnesses.

46. In a non-bailable offence triable by a Magistrate, application for bail under section 437 of CrPC can be moved before the Court of.
- (a) Magistrate competent to try & entertain the case
  - (b) Chief judicial Magistrate or additional Chief judicial Magistrate
  - (c) Court of Sessions
  - (d) **Only (a) & (b).**

Ans: (d)

As per Section 437, when any person accused of the commission of any non-bailable offence is arrested or detained without warrant by an officer in charge of a police station or appears or is brought before a Court **other than the High Court or Court of session, he may be released on bail.** Application for bail under section 437 of CrPC can thus be moved before the Court of Magistrate competent to try and entertain the case or Chief judicial Magistrate or additional Chief judicial Magistrate.

47. Right to private defence under section 99.
- (a) Extends to causing more harm than is necessary for the purpose of defence
  - (b) **Does not extend to causing more harm than is necessary for the purpose of defence**
  - (c) Does not extend to causing the harm necessary for the purpose of defence
  - (d) Restricts the harm caused to be less than the one necessary for the purpose of defence.

Ans: (b)

Everyone has a right of private defence. Right of self-defence is based upon the general maxim that *"necessity knows no law"* and *"it is the primary duty of man to first help himself"*.

Right of private defence is based upon the instinct of self-preservation.

As per **Section 96** of IPC, if a person does an act while exercising his right of private defence, his act would be no offence.

As per **Section 99**, the right of private defence arises when an aggressor has struck or a reasonable apprehension of a grievous hurt arises depending upon the facts of each case. But such a right in no case extends to the inflicting of more harm than is necessary to inflict for the purpose of defence.

48. If the act abetted is committed in consequence, the abettor is punishable with punishment provided for the offence.
- (a) If the offence committed is the same as abetted
  - (b) If the offence committed is different from the one abetted,
  - (c) If the doer commits the offence with same intention or knowledge as that of the abettor
  - (d) **All the above.**

Ans: (d)

**As per Section 108 and 111** of IPC, all of the above are correct. This section states that, a person abets an offence, who abets either the commission of an offence, or the commission of an act which would be an offence, if committed by a person capable by law of committing an offence with the same intention or knowledge as that of the abettor and also the abettor is punishable with punishment provided for the offence if the offence committed is different from the one abetted.

49. For application of section 149 of IPC.
- (a) A Person should be a member of the unlawful assembly and should actively participate in the commission of offence

**(b) A person should be a member of unlawful assembly but need not necessarily participate himself in the commission of the offence**

(c) The not be a member of unlawful assembly but must share a common intention to commit to commit the offence

(d) Need not be a member of unlawful assembly but must participate in the commission of offence.

Ans: (b)

This can be justified through Section 149 of IPC as it states that, if an offence is committed by any member of an unlawful assembly in prosecution of the common object of that assembly, or such as the members of that assembly knew to be likely to be committed in prosecution of that object, **every person who, at the time of the committing of that offence, is a member of the same assembly, is guilty of that offence.**

50. Culpable homicide is not murder, if it is committed under.

(a) Exercise of right of private defence being in good faith

(b) Without premeditation in a sudden fight in the heat of passion upon a sudden quarrel

(c) Grave & sudden provocation

**(d) All the above.**

Ans: (d)

As per **exception 1, 2, 4 of Section 300** of IPC, all of the above are circumstances when Culpable homicide is not murder, if it is committed under any of the given options.

51. Which one of the following constitutes an offer in a self-service store?

(a) Display of goods at the shop window

(b) When the customer asks for some goods

(c) There is no offer in such cases

**(d) Picking up an article and approaching the cashier's desk for payment.**

Ans: (d)

A self service store is the one where all the goods are placed on shelves for the customers to select from. In such stores, display of goods at the window of the shop amounts to invitation whereas picking up an article and approaching the cashier's desk for payment amounts constitutes an offer.

52. Past consideration means

(a) The price received in the past without making even a proposal of any sort

(b) The price which is more than the promisor expected

**(c) The price or service rendered at the desire or request of the promisor in the past followed by a subsequent promise**

(d) None of these

Ans: (c)

There are three types of considerations namely, past, present and future considerations. Past consideration is a valid consideration according to the Indian law, however, the same is not a valid consideration as per the English Law.

53. In Lalman Shukla v Gauri Dutt it was held that

(a) Acceptance can be given without knowledge of the offer

**(b) Acceptance cannot be given without knowledge of the offer**

(c) Acceptance can be given with or without knowledge of the offer

(d) None of the above

Ans: (b)

The case of Lalman Shukla v Gauri Dutt is a landmark judgment of the Indian Contract Act related to the offer and acceptance in a contract. The issue involved in the case was, whether or not there was a valid acceptance to the offer made.

54. A letter of acceptance communicated by post is lost in transit
- (a) There is no contract as the acceptance has not come to the knowledge of the proposer
  - (b) There is no contract as the acceptance is not communicated
  - (c) There is a contract as the letter of acceptance is put in the course of transmission**
  - (d) None of the above

Ans: (c)

Section 4 of the Indian Contract Act deals with the communication and acceptance of proposals. Section 4 states that the communication of an acceptance is complete when the same is put in the course of transmission to the proposer. Thus, if the letter of acceptance is lost in transit, there exists a valid contract.

55. Which one of the following statement about a valid acceptance of an offer is not correct?
- (a) Acceptance should be absolute and unqualified
  - (b) Acceptance should be in the prescribed manner
  - (c) Acceptance should be made while the offer is subsisting.
  - (d) Acceptance should in all cases be through registered post.**

Ans: (d)

According to Section 7 of the Indian Contract Act, an acceptance in order to be valid, must be absolute and unqualified, must be in the prescribed manner, and must be made while the offer is subsisting. Further, if the mode of communication of acceptance is prescribed in the proposal, then the same shall be followed.

56. In a suit for specific performance of contract can the Court decide whether the sale deed is fraudulent?
- (a) Yes
  - (b) No**
  - (c) Depends
  - (d) None of the above

Ans: (b)

57. A person claiming title to suit property also set up a plea of adverse possession.
- (a) Both pleas are alternative and permissible**
  - (b) Both pleas are not alternative and hence permissible
  - (c) Both pleas are not alternant and hence impermissible
  - (d) None of the above

Ans: (a)

The Supreme Court in the case of Ravinder Kaur Grewal v Manjit Kaur held that the person who has set up a plea of adverse possession can simultaneously maintain a suit under Article 65 of Schedule I of the Limitations Act, that is a suit for claiming title to the property and both pleas would be permissible.

58. In which of the following cases did the Supreme Court hold that section 19 of the Specific Relief Act is exhaustive on the question as to who are the parties against whom a contract for specific performance may be enforced?
- (a) Kasturi v Iyyamperumal**
  - (b) Vaidyanadan v Vairavan
  - (c) ChandRani v Kamal Rani
  - (d) None of the above

Ans: (a)

The issue involved in the case of Kasturi v Iyyamperumal was whether or not a third party to a contract, claiming to have an independent title could be impleaded as a party. The Apex court in this case observed that no stranger or third party can be added to the contract.

59. Which of the following sections of the Specific Relief Act deals with the sort of action known in English law as 'detinue'?
- (a) Section 5
  - (b) Section 6
  - (c) Section 4
  - (d) Sections 7 & 8**

Ans: (d)

Section 7 of the Specific Relief Act provides for the recovery of specific movable property and Section 8 provides for the liability of person in possession to deliver the same to those persons who are entitled to immediate possession. Similar action is known as detinue in English law which refers to an action for recovery of the goods that have been wrongfully detained.

60. In a suit for specific performance of a contract, the plaintiff may also claim compensation for its breach .....
- (a) In addition to such performance
  - (b) In substitution of such performance
  - (c) Either in addition to, or in substitution of, such performance**
  - (d) None of the above

Ans: (c)

61. To avail the benefit of insurance under section 49 of the Transfer of Property Act, 1882
- (a) The insurance certificate is to be transferred
  - (b) The immovable property alone is to be transferred**
  - (c) The immovable property need not be transferred
  - (d) Both property and insurance is to be transferred

Ans: (b)

Section 49 of the Transfer of Property Act, 1882, states that if any immovable property has been transferred for a valid consideration and the property is insured on the date of such transfer then the transferee is entitled to avail the benefit of insurance of such property in case of any loss or damage to that property.

62. In rules against perpetuity interest can be created by transfer of property
- (a) During the life time of living person at the date of transfer and to any minor till the attainment of majority**
  - (b) After the life time of a living person at the date of transfer and to any minor before the attainment of majority
  - (c) After the life time of a living person and to any period after the attainment of majority of a minor
  - (d) None of the above

Ans: (a)

Section 14 of the Transfer of Property Act contains the provision of rule against perpetuity. As per this section, any transfer which is made to come into effect upon the death of any person or persons who are alive at the time of such transfer shall be deemed to be void.

63. As per section 48 of the Transfer of Property Act, 1882
- (a) Later transfer is subject to the prior transfer**
  - (b) Prior transfer is subject to the later transfer
  - (c) Later transfer and prior transfer exist
  - (d) Both do not exist

Ans: (a)

Section 48 of the Transfer of Property Act in simple words means that if a person transfers an immovable property to more than one person, then in the absence of any contract to the contrary, the later transfer shall be subject to the prior transfer.

64. The restrictive enjoyment under section 40 in the Transfer of Property Act, 1882 is the
- (a) Enforceability of negative covenant**
  - (b) Affirmative covenants
  - (c) Covenants with additional obligation
  - (d) Covenants to create new rights

Ans : (a)

65. Under section 52 of the Transfer of Property Act, 1882 the suit or proceeding shall be deemed to commence on presentation of the same before
- (a) Any court
  - (b) **Court of competent jurisdiction**
  - (c) Quasi-judicial body
  - (d) Court which lacks jurisdiction due to bonafide mistake

Ans: (b)

Section 52 of the Transfer of Property Act deals with the doctrine of lis pendens which states that he disputed property which is the subject matter in a suit cannot be transferred to any third party till the suit is pending in the court. It further states that such suit must be pending before a court having appropriate authority and jurisdiction in the matter.

66. Expressions used but not defined in the Indian Partnership Act, 1932 and defined in the ..... shall have the meanings assigned to them in that Act.
- (a) **The Indian Contract Act, 1872**
  - (b) The Limited Liability Partnership Act, 2008
  - (c) The Sale of goods Act, 1930
  - (d) The Companies Act, 1956

Ans: (a)

Section 2(e) of the Indian Partnership Act states that any words or expressions which are mentioned in the Indian Partnership Act but the definition of those words has not been given in the act but are defined in the Indian Contract Act, then those words shall be taken as defined in the Indian Contract Act.

67. The term 'partner is defined in section.....of the Indian Partnership Act, 1932.
- (a) 2
  - (b) 3
  - (c) **4**
  - (d) 5

Ans: (c)

Section 4 of the Indian Partnership Act, 1932 contains the definition of the word 'partnership', 'partner', 'firm', and 'firm name'. Section defines 'partners' as those people who are holding a partnership with one another.

68. Chapter II of the Indian Partnership Act, 1932 deals with
- (a) **The nature of partnership**
  - (b) Relation of partners to one another
  - (c) Relation of partners to third parties
  - (d) Incoming and outgoing partners

Ans: (a)

Chapter II of the Indian Partnership Act deals with the nature of partnership. This Chapter is further bifurcated into five sections 4 to 8 which contain provisions related to partnership at will, particular partnership, definitions, mode of determining existence of partnership etc.

69. which of the following statements is/are true?
- (a) The sharing of profits or of gross returns arising from property by persons holding a joint or common interest in that property does not of itself make such persons partners
  - (b) The receipt by a person of a share of the profits of a business, or of a payment contingent upon the earning of profits or varying with the profits earned by a business, does not itself make him a partner with the persons carrying on the business
  - (c) **Both (a) and (b)**
  - (d) None of the above)

Ans: (c)

section 6 of the Indian Partnership act, 1932 explains 'Mode of determining existence of partnership' - "In determining whether a group of persons is or is not a firm, or whether a person is or is not a partner in a firm, regard shall be had to the real relation between the parties, as shown by all relevant facts taken together.

Explanation 1.—The sharing of profits or of gross returns arising from property by persons holding a joint or common interest in that property does not of itself make such persons partners.

Explanation 2.—The receipt by a person of a share of the profits of a business, or of a payment contingent upon the earning of profits or varying with the profits earned by a business, does not of itself make him a partner with the persons carrying on the business; and in particular, the receipt of such share or payment—

- (a) by a lender of money to persons engaged or about to engage in any business,
- (b) by a servant or agent as remuneration,
- (c) by the widow or child of a deceased partner, as annuity, or
- (d) by a previous owner or part owner of the business, as consideration for the sale of the goodwill or share thereof, does not of itself make the receiver a partner with the persons carrying on the business.

70. “The existence of partnership can be inferred from the conduct of the parties. The statement is  
(a) **True** (b) False (c) Partly true (d) None of the above

Ans: (a)

An agreement between the parties need not be expressed. It can be implied as well. The agreement can be inferred from the course of conduct of the parties to the contract. A partnership can only arise out of agreement between the parties- either expressed or implied, written or oral or it may be inferred from the conduct of the parties.

71. Which of the following is a historic decision which laid down a test for determining the existence of a partnership?  
(a) Alexander v Long (b) **Cox v Hickman** (c) Smith v Anderson (d) None of the above

Ans: (b)

**Cox vs. Hickman-** In this case, it was held that merely profit sharing is not enough to constitute partnership. Section 6 Explanation 2 states four instances when two parties who are profit sharers but are not partners.:-

- a. Money Lenders who sharing profits
- b. Agents and Servants
- c. Deceased partner's widow or child
- d. Sale of Goodwill

Hence, inference shall be drawn from the relation between the parties for a test determining the existence of a partnership.

72. Which of the following statement is correct?  
(a) Two Hindu Undivided Families (HUFs) can enter in to a partner ship  
(b) **Two Kartas can enter into a partnership**  
(c) One Hindu Undivided Family (HUF) can enter partnership with another individual  
(d) None of the above

Ans: (b)

Where two kartas of two Hindu Undivided Families enter into a partnership agreement, the partnership forms between the two Hindu Undivided Families (HUF). However, the law recognises the two kartas as partners and not the other family members to be the partners.

73. Which of the following is not essential for creating a partnership under section 4 of the Indian Partnership Act, 1932?  
(a) Sharing of profit (b) **Sharing of losses**(c) Agreement (d) None of the above

Ans: (b)

Section 4 of the Indian partnership Act states the essential requirements of entering into a partnership. According to this section partnership is done between people for the purpose of sharing profit. The section no where contains the obligation of sharing losses. Therefore, it is a non-essential condition for entering into partnership.

74. Which of the following is a leading cases relating to 'partnership at will'?
- (a) Champaran Cane Concern v State of Bihar
  - (b) Karmuthu Thiagarajan Chettiar vE M Muthappa Chettiar**
  - (c) Dulichand v CIT
  - (d) None of the above

Ans: (b)

In **Karmuthu Thiagarajan Chettiar vE M Muthappa Chettiar** case, it was held that Hindu Undivided Family cannot enter into a partnership with another person. A karta does enter into a partnership firm with another person, for the benefit of his hindu joint family. But the other family members does not become partners in the firm. They do not have the right to interfere in the management of the firm and they cannot exercise any rights of the partners.

75. Where two or more members of a Hindu Undivided Family (HUF) entered in to a contract with a stranger and started business and agreed to share profits. Merely because two or more persons in the business are also members of a HUF, the partnership cannot be held valid. This is held by the Supreme Court in
- (a) Champaran Cane Concern v State of Bihar Sti
  - (b) CIT v H M and Co**
  - (c) Dulichand v CIT
  - (d) None of the above

Ans: (b)

**CIT v H M and Co** , In this case it was held that a Hindu undivided family cannot enter into a partnership with another person. A karta does enter into a partnership with another person but for the benefit of his Hindu joint family . Members of HUF do not become partner in the firm. They do not have the right to interfere in the management of the firm. They cannot exercise any rights of a partner.

76. Whether a genuine partnership exists between the partners or not, is a
- (a) Question of fact
  - (b) Question of law
  - (c) Mixed question of fact and law**
  - (d) Depends

Ans: (c)

Section 6 states that the mode of determining the existence of partnership is to consider all the relevant facts .There are many instances where the receipt of share in the payment or the profit would not make the relation as that of partnership. example, sale of goodwill by previous owner or lending of money to a person engaged in business. Hence, all the relevant facts are considered by the court in determining whether the partnership agreement is genuine or not. In case of **Helper Giridharbhai vs Syed Mohammed mirasaheb Qadri** the court observed that the relation between two parties in a partnership firm is a mixed question of fact and law. The court would thus infer the real intention of the parties through their conduct .

77. Which of the following general duties are incorporated in section 9 of the Indian Partnership Act, 1932?
- (a) To be just and faithful to each other
  - (b) Partners are bound to carry on the business of the firm to greatest common advantage
  - (c) To render true accounts and full information of all things affecting the firm to any partner, his heir or legal representative
  - (d) All of the above**

Ans: (d)

Section 9 of Indian Partnership Act 1932 states the general duties of the partners which are :-

a. partners in the contract are bound to carry on the business of the form to the greatest common advantage

b. the partners are bound to be just and faithful to each other

c. the partners are bound to render true accounts and full information of all things affecting the firm

78. A contract between the partners may be varied by
- (a) Express consent of any of the partners
  - (b) Implied consent of all the partners
  - (c) Express consent of all the partners
  - (d) Either (b) or (c)**

Ans: (d)

**Section 11** of Indian Partnership Act states that the right and duties of partners are determined by contract between the parties of partners. And such contract must have the consent of all the partners where the consent may be expressed or implied.

79. Section 13 of the Indian Partnership Act, 1932 deals with rights, duty and liabilities of partners. Which of the following is the single duty dealt with in the section?
- (a) partner shall indemnify the firm for any loss caused to it by his willful neglect in the Conduct of the business of the firm**
  - (b) Partners are bound to carry on the business of the firm to greatest common advantage
  - (c) To render true accounts and full information of all things affecting the firm to any partner, his heir or legal representative
  - (d) None of the above

Ans: (a)

**Section 13** of Indian Partnership Act talks about the rights and liabilities of partners of contract. Section 13 (a) to (d) states the rights of partners. Section 13 (e) states that the firm shall indemnify a partner in respect of payments and liabilities incurred by him and lastly section 13(f) about the duty of a partner. The provision states that the partner shall indemnify the firm for any loss caused by his negligent act in the conduct of the business

80. A partner can be convicted under section 409 of the Indian Penal Code on the ground that his failure to account for monies belonging to the firm in which he was a partner, amounts to criminal breach of trust. The statement is
- (a) True
  - (b) False**
  - (c) Partly true to the
  - (d) None of the above

Ans: (b)

**Section 409** of IPC talks about criminal breach of trust by public servant or banker, merchant or agent this section does not include a partner in a partnership firm the following people who are interested with property or with dominion or control over the property and commits criminal breach of trust are punished.

81. Which of the following judgments which held that Indian court's have de jurisdiction over arbitral awards seated outside of India was overruled by the constitution bench of the Supreme Court recently?
- (a) Bhatia International v Bulk Trading**
  - (b) Bharat Aluminium Co v Kaiser Aluminium Technical Service
  - (c) Standard Chartered Bank v HSBC
  - (d) None of the above

Ans: (a)

**Bhatia International vs Bulk Trading** In this case the supreme court held that the Delhi High Court had overstepped its powers and had wrongly set aside and arbitration award the court recognised that an arbitration award can be set aside but in very limited circumstances such as when the award is arbitrary or capricious

82. A valid arbitration must be preceded by an arbitration agreement, which should be valid as per the Indian Contract Act, 1872. The statement is
- (a) True
  - (b) False
  - (c) Partly Correct
  - (d) None of the above

Ans: (a)

Section 8 of the Arbitration and Conciliation Act states that any judicial body can refer the disputing parties to arbitration upon finding that a valid arbitration agreement exists between the parties however according to the section the parties cannot be referred to arbitration without the existence of any valid arbitration agreement

83. The naming of arbitrator in the arbitration agreement is  
(a) Mandatory (b) Not necessary  
(c) A condition precedent (d) **None of the above**

Ans: (d)

The parties in arbitration agreement may agree to refer their disputes to a specific person. They may either name him or mention his designation in the arbitration agreement. However in case where the agreement does not specify an arbitrator for the arbitrator or refuses to act, the court may appoint an arbitrator.

84. Which of the following sections of the Code of Civil procedure recommends settlement of disputes through the mechanism of Alternative Dispute Resolution (ADR)?  
(a) Section 69 (b) Section 79 (c) **Section 89** (d) Section 99

Ans: (c)

**Section 89** of CPC gives power to the court to refer the matters of dispute to the ADR methods such as arbitration conciliation mediation or Lok Adalat. When the court has the opinion that there is an element of settlement which may be acceptable by the parties

85. Where there is an arbitration clause in the agreement, it is ..... for the court to refer the parties to arbitration in terms of their arbitration agreement  
(a) **Obligatory** (b) Discretionary (c) Directory (d) None of the above

Ans: (a)

**Section 8** of arbitration and conciliation act makes it compulsory for the court before which an application has been made to refer the matter to arbitration when a valid arbitration agreement exists between the parties.

86. Where the clause relating to settlement of disputes, contains words which specifically excludes any of the attributes of an arbitration agreement or contains anything that detracts from an arbitration agreement, it will not be an arbitration agreement. The statement is  
(a) **True** (b) False (c) Partly Correcto (d) None of the above

Ans: (a)

In case of **Jagdish Chander vs. Ram chander**, Supreme Court laid down certain principles in regard to what constitutes an arbitration agreement. The court observed that where the arbitration agreement specifies and gives a direct expression of intention of the parties to settle the dispute to arbitration the matter shall be referred to arbitration but when the clause relating to settlement of disputes contains words which specifically excludes any of the attributes of arbitration agreement or contains anything in the agreement which detracts from arbitration, it shall not be an arbitration agreement

87. Where there is merely a possibility of the parties agreeing to arbitration in future, as contrasted from an obligation to refer disputes to arbitration, there is no valid and binding arbitration agreement. It is so held by the Supreme Court in  
(a) **Jagdish Chander v Ramesh Chande** (b) BSNL v Motorola  
(c) Standard Chartered Bank v HSBC (d) None of the above

Ans: (a)

**Jagdish Chander v Ramesh Chande** In this case, the Court held that the intention of the parties can be determined from the terms of the arbitration agreement. If the terms clearly indicates an intention to refer their disputes to the arbitrator and are willing to be bound by the decision, then it is an arbitration

agreement. The words must disclose a determination to go for arbitration and not a mere possibility of parties agreeing to arbitration in future. When the words only express a possibility to go for arbitration, it is not a valid arbitration agreement.

88. Where a party fails to appoint an arbitrator within thirty days from the receipt of a request to do so from the other party in violation of section 11(3) of the Arbitration and Conciliation Act, the appointment shall be made, upon request of a party, by the  
(a) High Court            (b) Supreme Court    **(c) Chief Justice**        (d) None of the above

Ans: (c)

**Section 11** of Arbitration and Conciliation Act, deals with the appointment of arbitrators. The provision states that when a person fails to appoint an arbitrator within 30 days from the date of receipt of the request to do so from the other party, or when the two appointed arbitrators fails to agree on the third arbitrator within 30 days of their appointment, the appointment shall be made by the Chief Justice of High Court, or any other person designated by him.

89. Where, under an appointment procedure agreed upon by the parties, a party fails to act as required under that procedure or the parties, or the two appointed arbitrators, fail to reach an agreement expected of them under that procedure; a person, including an institution, fails to perform any function entrusted to him or it under that procedure, a party may request the ..... to take the necessary measure, unless the agreement on the appointment procedure provides other means for securing the appointment.  
(a) High Court            (b) Supreme Court    **(c) Chief Justice**        (d) None of the above

Ans: (c)

**Section 11** of Arbitration and Conciliation Act, 1996 deals with the appointment of arbitrators. The provision states that when a person fails to appoint an arbitrator within 30 days from the date of receipt of the request to do so from the other party, or when the two appointed arbitrators fails to agree on the third arbitrator within 30 days of their appointment, the appointment shall be made by the Chief Justice of High Court, or any other person or institution designated by him.

90. Can the question of winding up of a company be referred to arbitration?  
(a) Yes                      **(b) No**                      (c) Depends              (d) None of the above

Ans: (b)

In the case, Haryana **Telecom Ltd. vs. Sterlite Industries Ltd.**, the Court held that an arbitrator does not have the jurisdiction to order winding up of a company. The power to order winding up of a company is conferred on the court under the Companies Act, 2013.

91. If there is a provision for statutory arbitration in legislation, it is deemed to be an arbitration agreement. The statement is  
**(a) True**                      (b) False                      (c) Partly Correct        (d) None of the above

Ans: (a)

In a contract where the reference has been made to make the arbitration clause part of the agreement, then the part which consists of the arbitration clause, becomes the arbitration agreement. Provided that the contract is in writing and there is willingness of the parties to the contract to make that arbitration clause part of the contract.

92. The power of the Chief Justice to appoint an arbitral tribunal under section 11 of the Arbitration and Conciliation Act is a  
**(a) Judicial power**    (b) Administrative power  
(c) Quasi-judicial power                                      (d) None of the above

Ans: (a)

A judicial power means an exercise involving judgements or discretion. Therefore, the power of the Chief Justice to appoint an arbitral tribunal required the application of judicial mind and exercise of judgements or orders by the Court.

93. The party applying for the enforcement of a foreign award shall, at the time of the application, produce before the court
- (a) The original award or a copy thereof, duly authenticated in the manner required by the law of the country in which it was made;
  - (b) The original agreement for arbitration or a duly certified copy thereof; and
  - (c) Such evidence as may be necessary to prove that the award is a foreign award.
  - (d) All of the above**

Ans: (d)

Section 8 of Foreign Awards ( Recognition and Enforcement) Act, 1961 talks about the evidence provided by the party applying for the enforcement of a foreign award, at the time of application, produced before the Court. The evidence includes the original award or its copy duly authenticated, the original arbitration agreement duly certified and such other evidences which may be necessary to prove that the award was a foreign award.

94. Can a party resort to arbitration and conciliation proceedings simultaneously?
- (a) Yes**
  - (b) No
  - (c) Depends
  - (d) None of the above

Ans: (a)

95. The Conciliator is bound by
- (a) The Code of Civil Procedure, 1908
  - (b) The Indian Evidence Act, 1872
  - (c) Principles of natural justice
  - (d) The Code of Criminal Procedure, 1973

Ans: (c)

Section 66 of the Arbitration and Conciliation act clearly states that the conciliator is not bound by the code of civil procedure and the Indian evidence Act however, the conciliator or any adjudicating body is always bound by the principles of natural justice and fairness.

96. Wrongful restraint has been defined under.
- (a) Section 339 of IPC**
  - (b) Section 340 of IPC
  - (c) Section 341 of IPC
  - (d) Section 342 of IPC.

Ans: (a)

wrongful restraint is given under section 339 of IPC, it is a voluntary obstruction by any person to prevent another person from proceeding in the direction in which he has a right to proceed. Section 341 of IPC is the punishment for wrongful restraint.

97. X, a police officer, has a warrant of arrest for Y. He asks Z as to the identity of Y. Z knowingly tells X that M is Y and consequently X arrest M.
- (a) Z is guilty of abetment by instigation**
  - (b) Z is guilty of abetment by aiding
  - (c) Z is guilty of abetment by false representation
  - (d) Z is guilty of abetment of any kind only of mischief.

Ans: (a)

section 107-120 of IPC is all about abetment. Where one person knowingly or willfully misrepresent or willfully conceal any matter of fact which he is bound to disclose, voluntarily cause or procure, or attempt

to cause or procure a thing to be done, this is known as abetment by instigation and in the given situation z is guilty of abetment by instigation.

98. A boy over 11 years but below 12 years of age picked up knife and proceeding towards with a threatening gesture saying that he would cut him into pies actually stabs him to death.
- (a) The boy will not be guilty, as a child under 12 years of age cannot be guilty of an offence
  - (b) The boy will be guilty because he had attained maturity of understanding to judge the nature and consequence of his conduct of mind and the act concurred in this case**
  - (c) The boy will not be guilty of murder
  - (d) The boy will not be guilty of murder as he had not attained sufficient maturity of understanding to judge the nature and consequence of his conduct.

Ans: (b)

Section 83 of IPC states that "Nothing is an offence which is done by a child above seven years of age and under twelve, who has not attained sufficient maturity of understanding to judge of the nature and consequences of his conduct on that occasion." Though, In the given case, the boy will be guilty because he had attained maturity of understanding to judge the nature and consequence of his conduct of mind and the act concurred in this case, as explicit by his actions

99. In which of the following cases the Supreme Court held that "Doctors cannot be held guilty only because something has gone wrong.
- (a) Maniben v. State of Gujrat, AIR 2010 SC 1261
  - (b) Southern Railway officer v. Union of India, AIR 2010 SC 1241
  - (c) Tameswar v. Ramvishal, AIR 2010 SC 1209
  - (d) Malaya Kumar Ganguly v. Sukumar, AIR 2010 SC 1162.**

Ans: (d)

**In the case of (d) Malaya Kumar Ganguly v. Sukumar, AIR 2010 which relates to medical negligence, the Supreme Court held that "A doctor cannot be held negligent only because something has gone wrong. He also cannot be held liable for mischance**

100. The Committee which led to the passing the Criminal Law (Amendment) Act, 2013 was headed by.
- (a) Justice Dalveer Bhandari
  - (b) Justice Altamas Kabir
  - (c) Justice J.S Verma**
  - (d) Justice A.S Anand.

Ans: (c)

The Criminal Law (Amendment) Act, 2013 is an Indian legislation, which provides for amendment of Indian Penal Code, Indian Evidence Act, and Code of Criminal Procedure, 1973 on laws related to sexual offences. On 22 December 2012, the central government appointed a judicial committee headed by J. S. Verma, a former Judge of Supreme Court, to suggest amendments to criminal law to sternly deal with sexual assault cases, which resulted in 2013 amendment.

101. In the light of the Criminal Law following statement (s) Is/are incorrect.
- (a) The word rape in section 375 of Indian Penal Code, 1860 has been replaced with "sexual assault"
  - (b) Rape is now a gender-neutral offence.
  - (c) The Amendment has fixed the age for consensual sex as 16 years
  - (d) All the above.**

Ans: (d)

None of the above stated options are true under Criminal Amendment Act , 2013 and thus the Answer is option D.

102. Communication of acceptance is complete as against the acceptor.
- (a) When it comes to the knowledge of the proposer**

- (b) When it is put in the course of transmission
- (c) When it is communicated to the acceptor that the acceptance has reached the proposer
- (d) When the proposer conveys the acceptance to the acceptor.

Ans: (a)

Section 4 of Indian Contract Act, 1872 provides for “communication when complete” and states that communication of acceptance is complete against the acceptor when it comes to the knowledge of the proposer.

For instance, where B accepts A's proposal by a letter sent by post, the communication of the acceptance is complete as against B, when the letter is received by A

103. Consent under section 13 means.
- (a) **Agreeing on the same thing in the same sense**
  - (b) Agreeing on the same thing at the same time
  - (c) Agreeing on the same thing at different time
  - (d) Agreeing on different things at different times.

Ans: (a)

consent under section 13 is defined under Indian Contract Act , 1872, where two or more persons are said to consent where they agree upon the same thing in the same sense.

104. An agreement to refer the dispute to the arbitrator is valid.
- (a) In respect of disputes already arisen
  - (b) In respect of disputes which may arise in future
  - (c) **Both (a) & (b)**
  - (d) Neither (a) nor (b).

Ans: (c)

Section 7(1) of the Arbitration and Conciliation Act, 1996 states In this Part, “arbitration agreement” means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.

105. A contingent contract based on the specified uncertain event happening within a fixed time under section 35.
- (a) Remains valid even if the even does not happen within that fixed time
  - (b) Becomes void at the expiration of the time fixed
  - (c) **Becomes void if the happening of that event becomes impossible before the expiry of time fixed**
  - (d) Both (b) & (c).

Ans: (c)

Section 35 of the Indian Contract Act, 1872 states that a contingent contract to do or not to do something, if a specified uncertain event happens within a fixed time, becomes void if, at the expiration of the time fixed, such event has not happened, or if, before the time fixed, such event becomes impossible. It is also void if before the time fixed, the happening of the event becomes impossible

106. Where one of the joint promisors makes a default in contribution of performance.
- (a) The other joint promisors have no right against the defaulter
  - (b) **Have to bear the loss in equal share**
  - (c) Not supposed to bear the loss
  - (d) The contract becomes void to that extent.

Ans: (b)

Section 43 of the Contract Act entitles the promisee to claim performance from anyone, or, more of the promisors and provides for a right of one or more promisors to compel contribution from the others, and

the sharing of loss in the event of default in contribution. It states "Where one of the joint promisors makes a default in contribution of performance, have to bear loss in equal share".

107. 'X' agreed to supply 100 tons of iron at Rs. 20 per ton to 'Y' to be delivered not later than 31-1-2002. 'X' also entered into a contract with 'A' for purchase of 1000 tons of iron at Rs. 80 per ton telling 'A' clearly that the iron is needed before 31-1-2002 for supply to 'Y' to fulfil the contract with Y. 'A' failed to supply the iron to 'X' who in turn failed to supply the same to 'Y' In an action by 'X' against 'A'
- (a) 'X' can recover damages for the loss of profit at the rate of Rs. 20 per ton i.e the loss of profit
  - (b) **X can recover damages for the loss or profit he would have earned by timely supply to 'Y' and also the damage which 'X' might have paid to 'Y' on account of breach of contract**
  - (c) 'X' can recover damages which 'X' might have paid to 'Y' on account of breach of contract
  - (d) X can recover damages in the form of penalty.

Ans: (b)

108. The further relief under section 34 must be
- (a) **The one available as additional on the date of the suit**
  - (b) The one available after the filing of the suit
  - (c) The one available as alternative on the date of the suit
  - (d) The one available as alternative during the pendency of the suit.

Ans: (a)

Section 34 of the Specific Relief Act states "Any person entitled to any legal character, or to any right as to any property, may institute a suit against any person denying, or interested to deny, his title to such character or right, and the court may in its discretion make therein a declaration that he is so entitled, and the plaintiff need not in such suit ask for any further relief: Provided that no court shall make any such declaration where the plaintiff, being able to seek further relief than a mere declaration of title, omits to do so."

109. In which of the following cases, the specific performance of a contract will not be ordered
- (a) Where pecuniary compensation would afford adequate relief
  - (b) Where the acts would require continued supervision by the court
  - (c) Where the contract provides for personal affirmative acts or personal service
  - (d) **All the above.**

Ans: (d)

Specific performance of contract will not be ordered in all the above cases as according to the given rules, if damages/ compensation is an adequate remedy no specific performance can be ordered. Moreover according to Section 14(1)(d) , Where the acts would require continued supervision by the court, no specific performance can be ordered. And also in the case where contract provides for personal affirmative acts or personal service

110. Section 12 of the Specific Relief Act, 1963, permits the grant of specific performance of a part of a contract
- (a) **Where the part left unperformed bears only a small portion of the whole in value and admits of compensation in money**
  - (b) Where the part left unperformed is a substantial portion of the whole in value and admits of compensation in money
  - (c) Where the part left unperformed is a small portion of the whole in subject matter and does not admit a compensation in money
  - (d) Both (a) and (b).

Ans: (a)

**Section 12(2) in The Specific Relief Act, 1963 states**

"Where a party to a contract is unable to perform the whole of his part of it, but the part which must be left unperformed by only a small proportion to the whole in value and admits of compensation in money, the

court may, at the suit of either party, direct the specific performance of so much of the contract as can be performed, and award compensation in money for the deficiency.”

111. Dismissal of the suit of the plaintiff seeking injunction by virtue of section 40 of the Specific Relief Act, 1963
- (a) Does not bar the plaintiff to sue for damages for the breach for which the injunction was sought
  - (b) The plaintiff can sue for damages for the breach for which the injunction was sought only with the permission of the court
  - (c) Bars the plaintiff to sue for damages for the breach for which the injunction was sought**
  - (d) Either (b) or (c).

Ans: (c)

**Section 40 in The Specific Relief Act, 1963 states for** “damages in lieu of, or in addition to, injunction”. Clause 3 of the same states “The dismissal of a suit to prevent the breach of an obligation existing in favour of the plaintiff shall bar his right to sue for damages for such breach.”

112. In a suit for specific performance is necessary party to proceedings
- (a) Vendors
  - (b) Subsequent purchaser
  - (c) Mortgagee bank**
  - (d) None of the above.

Ans: (c)

113. Any person suing for the specific performance of a contract for the transfer of immovable property may, in an appropriate case, ask for:
- (a) Possession, or partition and separate possession, of the property, in addition to such performance.
  - (b) Refund of any earnest money or deposit paid or made to him, in case his claim for specific performance is refused.
  - (c) Both (a) and (b).**
  - (d) None of the above.

Ans: (c)

**Section 22(1) in The Specific Relief Act, 1963 states :**

Notwithstanding anything to the contrary contained in the Code of Civil Procedure, 1908 (5 of 1908), any person suing for the specific performance of a contract for the transfer of immovable property may, in an appropriate case, ask for—

(a) possession, or partition and separate possession, of the property, in addition to such performance; or (b) any other relief to which he may be entitled, including the refund of any earnest money or deposit paid or 1[made by] him, in case his claim for specific performance is refused.

114. Under section 16 of Transfer of Property Act, 1882 where an interest created for the benefit of a person or class of persons fails then.
- (a) Any interest created in the same transaction intended to make effect or upon failure of such prior interest also fails**
  - (b) Any interest created in the same transaction and intended to take effect after or upon failure of such prior interest does not fail
  - (c) Such failure does not affect
  - (d) None of the above.

Ans: (a)

Section 16 of the Transfer of Property Act , 1882 states “ Transfer to take effect on failure of prior interest.—Where, by reason of any of the rules contained in sections 13 and 14, an interest created for the benefit of a person or of a class of persons fails in regard to such person or the whole of such class, any interest created in the same transaction and intended to take effect after or upon failure of such prior interest also fails.”

115. Under the provisions of section 35 of the Transfer of Property Act, 1882, where a person professes to transfer property which he has no right to transfer, and as part of the same transaction confers any benefit on the owner of the property then.
- (a) **Such owner must elect either to confirm such transfer or to dissent from it**
  - (b) Such owner can elect to confirm such transfer only
  - (c) Such owner can dissent from transfer only
  - (d) None of the above.

Ans: (a)

Section 35 of the Transfer of Property Act, 1882 deals with "Election when necessary—Where a person professes to transfer property which he has no right to transfer, and as part of the same transaction confers any benefit on the owner of the property, such owner must elect either to confirm such transfer or to dissent from it.....". Hence, Option (A) is correct.

116. Within the provision of section 39 of the Transfer of Property Act, 1882 the Word "Maintenance" covers also residence. This was decided in case of.
- (a) **Kaveri v. Parameswari, AIR 1971 Ker 216**
  - (b) Ramamurthi v. Kanakarathnam, (1948) Mad 315
  - (c) Akhoy Kumar v. Corporation of Calcutta, (1915) 42 Cal 625
  - (d) Maina v. Bachchi, (1906) 26 All 655.

Ans: (a)

117. Under section 42 of the Transfer of Property Act, 1882 if a person has a right to transfer property, after exercising a right to revoke a previous transfer, a transfer of such property by him will imply an exercise of.
- (a) **Right of revocation**
  - (b) Right of Transfer
  - (c) Right of Surrender
  - (d) None of the above.

Ans: (a)

Section 42 of the Transfer of property Act, 1882 deals with the "**Transfer by person having authority to revoke former transfer**" which states that "**Where a person transfers any immovable property, reserving power to revoke the transfer, and subsequently transfers the property for consideration to another transferee, such transfer operates in favour of such transferee (subject to any condition attached to the exercise of the power) as a revocation of the former transfer to the extent of the power.**"

118. In case of a transfer hit by the doctrine of *lis pendens*, the question of good faith which is essential to be established before a equitable relief can be granted in favor of a subsequent vendee under in favor of a subsequent vendee under section 41 or 51 of the Transfer of Property Act, 1882 is.
- (a) Relevant
  - (b) Partly relevant
  - (c) **Totally irrelevant**
  - (d) Partly irrelevant.

Ans:(c)

119. A marriage settlement made to defeat and defraud creditor is voidable under section 53 of the Transfer of Property Act, 1882. This was held in case of.
- (a) Sultan Ahmad v. Rashid Ahmad, air 1990 All 47
  - (b) Vinayak v. Mureshwar, AIR 1956 Punj 46
  - (c) **Alamelu Achie v. Meenakshi, AIR 1960 Mad 536**
  - (d) None of the above.

Ans: (c)

Section 53 of the TPA deals with the fraudulent transfers. In the case of **Alamelu Achie v. Meenakshi, AIR 1960 Mad 536**, it was held that a marriage settlement made to defeat and defraud creditor is voidable under section 53 of the Transfer of Property Act, 1882.

120. Can the legal representative of a deceased person negotiate a promissory note, bill of exchange or cheque payable to order by delivery only which was indorsed by the deceased but not delivered by him?
- (a) Yes, the legal representative can negotiate the instrument by delivery only
  - (b) No, the legal representative can not negotiate an instrument by delivery only. He must re-indorse and deliver the instrument for negotiating it**
  - (c) An instrument indorsed by a deceased person has no legal validity and is void
  - (d) None of the above.

Ans: (b)

121. Under section 76(b) of the Negotiable Instruments Act, 1881, the engagement to pay must have been entered into
- (a) At maturity (Mehar v. Hari Gaur, AIR 1935 Lab 666)
  - (b) After maturity (Sivaram V. Jayaram, AIR 1960 Mad 297 (DB))
  - (c) Prior to maturity (Thakur Din v. Oudh Commercial Bank Ltd., AIR 1999 Oudh 16)**
  - (d) None of the above.

Ans: (c)

In the case of **Thakur Din v. Oudh Commercial Bank Ltd., AIR 1999 Oudh 16** it was held, that the engagement to pay must have been entered into before the maturity period.

122. Chapter XVII was inserted into the Negotiable Instruments Act, 1881, by amendment of the Act in the year
- (a) 1888
  - (b) 1988**
  - (c) 1998
  - (d) None of the above.

Ans: (b)

Chapter XVII of the Negotiable Instrument Act, 1881 was inserted by amendment "**Negotiable Instruments Laws (Amendment) Act, 1988**" which deals in "Penalties in Case of Dishonour of certain Cheques for insufficiency of Funds in the Accounts".

123. Cognizance of an offence under section 138 can be taken by a court only on a/an
- (a) Police report (section 142)
  - (b) Complaint (section 142)**
  - (c) Application to the District Judge (section 142)
  - (d) None of the above.

Ans: (b)

Section 142 of the Negotiable Instrument Act, 1881 deals with the "Cognizance of offences" where under sub-clause (a) it states :-

**(a)** no court shall take cognizance of any offence punishable under section 138 except upon a complaint, in writing, made by the payee or, as the case may be, the holder in due course of the cheque.

124. Under Negotiable Instrument Act, 1881 an instrument in writing containing an unconditional order signed by the maker, to pay a certain sum of money only to, or to the order of, a certain person or to the bearer of the instrument is a
- (a) Promissory Note**
  - (b) Bill of Exchange

- (c) Currency Note
- (d) Truncated Cheque

Ans: (a)

Section 4 of the Negotiable Instrument Act, 1881 defines "A "Promissory note" is an instrument in writing (not being a bank-note or a currency-note) containing an unconditional undertaking, signed by the maker, to pay a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument."

125. As per the provision of section 93, when a cheque is dishonoured by non-acceptance or non-payment the holder
- (a) May or may not give notice to the parties whom the holder seeks to make liable thereon
  - (b) **Must give notice to the parties whom the holder seeks to make**
  - (c) Must give notice to the parties whom the holder seeks to make liable, but after notifying
  - (d) Must not give any notice to anyone.

Ans: (b)

Section 93 of the Negotiable instrument Act , 1881 deals with "**By and to whom notice should be given**" and states "**When a promissory note, bill of exchange or cheque is dishonoured by non-acceptance or non-payment, the holder thereof, or some party thereto who remains liable thereon, must give notice that the instrument has been so dishonoured to all other parties whom the holder seeks to make severally liable thereon, and to some one of several parties whom he seeks to make jointly liable thereon. Nothing in this section renders it necessary to give notice to the maker of the dishonoured promissory note, or the drawee or acceptor of the dishonoured bill of exchange or cheque**"

126. "No member of Parliament shall be liable to any proceedings in any court in respect of anything said or any vote given by him in Parliament or any committee thereof, and no person shall be so liable in respect of the publication by or under the authority of either House of Parliament of any report, paper, votes or proceedings". The statement is
- (a) **True**
  - (b) False
  - (c) Partly correct
  - (d) None of the above

Ans: (a)

The above mentioned statement is the replication of Article 105 (2) of the constitution and hence true.

127. The members of State Public Service Commission are appointed and suspended by the "
- (a) President
  - (b) **Governor**
  - (c) President and Governor respectively
  - (d) Governor and President respectively

Ans: (b)

Article 317 of the Indian Constitution deals with "**the Removal and suspension of a member of a Public Service Commission**" whereby under clause (2) it states :

(2) "**The President, in the case of the Union Commission or a Joint Commission, and the Governor in the case of a State Commission, may suspend from office the Chairman or any other member of the Commission in respect of whom a reference has been made to the Supreme Court under clause (1) until the President has passed orders on receipt of the report of the Supreme Court on such reference.**"

128. Who is the Chairman of National Water Resource Council?
- (a) The President of India
  - (b) The Home Minister of India
  - (c) **The Prime Minister of India**
  - (d) The Vice-President of India

Ans: (c)

National Water Resources Council was set up by the Government of India in March 1983. The Prime Minister is the Chairman, Union Minister of Water Resources is the Vice-Chairman, and Minister of State for Water Resources, concerned Union Ministers/ Ministers of State, Chief Ministers of all States &

Lieutenant Governors/ Administrators of the Union Territories are the Members. Secretary, Ministry of Water Resources is the Secretary of the Council.

129. Judicial review means

- (a) **The power of the courts to examine the constitutionality of legislation and executive acts**
- (b) Power of the Supreme Court to examine the decisions of the High Courts
- (c) Power of courts to punish for their contempt
- (d) Power to entertain public interest litigation

Ans: (a)

The high court exercise its power of judicial review under **Article 226** and supreme court under **Article 26** of the constitution. It is the power of Courts to pronounce upon the constitutionality of legislative and executive acts of the government.

130. According to Article 74(2) of the Constitution, which of the following statements relating to the question whether any, and if so what, advice was tendered by Ministers to the President would be correct?

- (a) **It shall not be inquired into in any court**
- (b) It can be inquired into the Supreme Court
- (c) It can be inquired into in all courts
- (d) It cannot be inquired into in the High Courts

Ans: (a)

Article 72 of the Indian Constitution deals with the **“Power of President to grant pardons, etc., and to suspend, remit or commute sentences in certain cases”** where Clause (2) states **“in all cases where the punishment or sentence is by a Court Martial The President shall have the power to grant pardons, reprieves, respites or remissions of punishment or to suspend, remit or commute the sentence of any person convicted of any offence Nothing shall affect the power conferred by law on any officer of the Armed Forces of the Union to suspend, remit or commute a sentence passed by a Court Martial”**

131. In the questions given below are two statements labeled as Assertion (A) and Reason (R). In the context two statements, which of the following is correct?

Assertion (A) : Provisions of the Indian Evidence Act are not applicable to the proceedings before a Commission of Inquiry.

Reason (R) : The proceedings before a Commission of Inquiry constituted under the Commission of Inquiry Act, 1952. Are not judicial proceedings.

- (a) **Both A and R are true and R is the correct explanation of A**
- (b) Both A and R are true but R is not the correct explanation of A
- (c) A is true but R is false
- (d) A is false but R is true

Ans: (a)

132. In relation to the expressions defined in section 3 of the Indian Evidence Act, which of the following statements is not correct?

- (a) Facts include not only physical facts but also psychological facts.
- (b) **Court includes arbitrators**
- (c) An Inscription on a stone is a document.
- (d) A fact is said to be not proved when it is neither proved nor disproved.

Ans: (b)

Section 3 clause (2)(E) states that the inscription on a stone or on a metal plate is a document while Section 3 Clause(2)(E)(2) states **“ Not proved”**. — A fact is said not to be proved when it is neither proved nor disproved and the clause (1) includes the physical facts and clause (2) include the psychological facts. Hence , Option (B) is false

133. Which of the following sections of the Indian Evidence Act deals with the relevancy of judgments of courts?
- (a) Sections 40-44 (b) Sections 45-51  
(c) Sections 52-55 (d) Sections 56-58

Ans: (a)

Section 40-44 of the Indian Evidence Act deals with the "JUDGMENTS OF COURTS OF JUSTICE WHEN RELEVANT". Sections 40 to 43 deal with the subject of relevancy of judgments. Judgments are admissible as res judicata under section 40 and as relating to matters of public nature under section 42. Section 44 lays down not only a rule of law relating to evidence, but also a rule of procedure.

134. In the question given below are two statements labeled as Assertion (A) and Reason (R). In the context of the two statements, which of the following is correct?

Assertion (A): There is no difference between the mode of proof of the offence of conspiracy and that of any other offence.

Reason (R) : In most cases it will be difficult to get direct evidence of the agreement, but a conspiracy can be inferred even from circumstances giving rise to a conclusive or irresistible inference of an agreement between two or more persons to commit an offence.

- (a) Both A and R are true and R is the correct explanation of A  
(b) Both A and R are true but R is not the correct explanation of A  
(c) A is true but R is false  
(d) A is false but R is true

Ans: (a)

It was observed by Hon'ble Supreme Court in the case of Indra Dala Vs. State of Haryana that, Loosened standards of proof prevail in conspiracy trial. It was further held that a declaration by one conspirator, made in furtherance of conspiracy and during its pendency is admissible against each conspirator. Despite the unreliability of hear say evidence, it is admissible in conspiracy prosecutions. Any statement made by accused after his arrest by police cannot fall within the ambit of Section 10 of the Evidence Act, as said statement is made after cessation of common intention.

135. In the questions given below are two statements labeled as Assertion (A) and Reason (R) . In the context of the two statements, which of the following is correct?

Assertion (A) : The Indian Evidence Act is not exhaustive of the rules of evidence

Reason (R) : There are special rules of evidence contained in special statutes.

- (a) Both A and R are true and R is the correct explanation of A  
(b) Both A and R are true but R is not the correct explanation of A  
(c) A is true but R is false  
(d) A is false but R is true

Ans: (a)

The Indian Evidence Act is not exhaustive of the rules of evidence and by that it means that it can be amended as per the varying changes in law and as there are special rules of evidence contained in special statutes such as presumptions provision in NI Act etc.

136. Every suit instituted, appeal preferred, and application made after the prescribed period shall be dismissed

- (a) If limitation has been set up as a defense  
(b) If limitation is pleaded at anytime  
(c) Although limitation has not been set up as defense  
(d) None of the above

Ans: (c)

Section 3 of the Limitation Act, 1963 talks about Bar of limitation and its sub section (1) states that "subject to the provisions contained in sections 4 to 24 (inclusive), every suit instituted, appeal preferred,

and application made after the prescribed period shall be dismissed, although limitation has not been set up as a defence.”

137. For the purpose of the Limitation Act, 1963, which of the following claim/s shall be treated as a separate suit?  
(a) Set off                      (b) Counter claim      **(c) Both (a) and (b)**    (d) None of the above

Ans: (c)

Set-off” means a claim set up against another and **Counterclaim** means a **claim** made by the defendant in a suit against the plaintiff. . According to the clause (b) of Section 3 (2) of Limitation Act, 1963 “any claim by way of a set off or a counter claim, shall be treated as a separate suit”.

138. Which of the following sections of the Limitation Act, 1963 deals with 'extension of prescribed period in certain cases'?  
(a) 2                                      (b) 3                                      (c) 4                                      **(d) 5**

Ans: (d)

**Section 5 of the Indian Limitation Act, 1963** is an enabling provision to assist the litigants who failed to do an act within the prescribed time period as originally fixed under various enactments. It states that “ Any appeal or any application, other than an application under any of the provisions of Order XXI of the CPC, 1908 may be admitted after the prescribed period, if the appellant or the applicant satisfies the court that he had sufficient cause for not preferring the appeal or making the application within such period.

139. Extended period of limitation cannot stretch beyond ..... years from the cessation of disability  
(a) 2                                      **(b) 3**                                      (c) 5                                      (d) 6

Ans: (b)

The special limitation as an exception has been provided in s. 8 of the Limitation Act, 1963 laying down that the extended period after cessation of disability would not be beyond three years of the cessation of disability or the death of the disabled person.

140. For the purpose of the limitation Act, 1963. a suit shall be deemed to have been instituted in the case of a counter claim, on the date on which the counter claim is made in court. The statement is  
**(a) True**                                      (b) False                                      (c) Partly Correct      (d) None of the above

Ans: (a)

As per Section 2b)(2) of Limitation Act, 1963, any claim by way of a set off or a counter claim, shall be treated as a separate suit and shall be deemed to have been instituted in the case of a counter claim, on the date on which the counter claim is made in court

141. In which of the following cases the Supreme Court held that amendments made by the High Courts in the first schedule also form part of the code of Civil Procedure as if enacted in the Code ?  
(a) *Sudhir v A Sajeev*                                      (b) *Prem lal v Chandi Prasad*  
**(c) State of UP v Chandra Bhushan**                                      (d) None of the above

Ans: (c)

142. Decree can be .....  
(a) Preliminary                                      (b) Final  
(c) Partly preliminary and partly final      **(d) All of the above**

Ans: (d)

According to Section 2(2) of the Code of Civil Procedure, 1908 there are basically three types of decrees- Preliminary Decree, Final decree, A partly preliminary and partly final decree. The term preliminary decree has not been defined in the code but it says that a decree can be preliminary, final or partly preliminary and partly final. In a preliminary decree, the suit is not disposed off.

143. Decree shall be deemed to include rejection of a plaint and the determination of any Question within Section 144 of the Code of Civil Procedure
- (a) Wrong
  - (b) Right**
  - (c) It includes rejection of plaint but does not include the determination of any question within Section 144 of the Code of Civil Procedure
  - (d) It includes determination of any question within section 144 but shall not include the rejection of a plaint

Ans: (b)

Section 2 of the Civil Procedure Code, 1908 defines "deemed decree" and states that a decree shall be deemed to include the rejection of a plaint and any question within Section 144 of Code of Civil Procedure, 1908 but shall not include: Any such sentence (adjudication) from which it appears that an appeal lies as an appeal from an order, or any such order of discharge (dismissal) of default.

144. In *Phoolchand v Gopal Lal* the Supreme Court held that 'nothing in the Code prohibits passing of more than one preliminary decree in a suit'. But it confined the judgment applicable to .....
- (a) Partition suits only**
  - (b) Suits for pre-emption only
  - (c) Administration suits only
  - (d) None of the above

Ans: (a)

In the above given case, the SC confined the judgment given in this case applicable to "Partition Suits only" and also held that "it is clear that a preliminary decree has been passed is no bar for passing further preliminary decree, in the case till passing of final decree, if the situation demands so."

145. 'Judgment Debtor' is defined under ..... of the Code of Civil Procedure, 1908.
- (a) Section 2(6)
  - (b) section 2(4)
  - (c) Section 2(10)**
  - (d) Section 2(2)

Ans: (c)

'Section 2 (10) of the Code defines the term Judgment Debtor as follows:

Judgment Debtor' means any person against whom a decree has been passed or an order capable of execution has been made. In general, the term judgment debtor describes a party against which a court has made a monetary award.

146. In which of the following cases. Constitution Bench of the Supreme Court delivered the judgment resolving the conflict between many two and three Judge Benches of the Supreme Court and various High Courts regarding the scope and ambit of powers of the Criminal Court regarding adding additional accused in a criminal case?
- (a) Hardeep Singh v Slate of Punjab**
  - (b) Mohd. Shafi v Mohd. Rafiq
  - (c) Ranjit Singh v Slate of Punjab
  - (d) None of the above

Ans: (a)

'In the case of Hardeep Singh v Slate of Punjab, the Constitution bench of Supreme Court clarified on the issue regarding scope and ambit of Criminal Courts regarding additional accused in a criminal case and held that the court has to be circumspect in treating such evidence and try to separate the chaff from the grain and exercise powers U/S 398 accordingly after careful examination.

147. If the offence was committed outside the limit of a police station, the officer-in-charge of the police station can transmit the FIR to the police station having such territorial jurisdiction.
- (a) True**
  - (b) False
  - (c) Partly Correct
  - (d) None of the above

Ans: (a)

'If at the time of initiation of FIR, it looks evident that the crime was committed outside the jurisdiction of the concerned police station, then the police must be appropriately ordered to register a Zero FIR, and

ensure that the FIR is transferred to the jurisdictional police station and hence, FIR will then be transferred to the appropriate police station as per Section 170 of CrPC.

148. X is arrested for an offence under the Bombay Prevention Gambling Act, which is bailable and cognizable. The sub-inspector did not release him on bail on the ground that under a circular order issued by the District Superintendent of police. The persons arrested under the above statute should be produced before the nearest magistrate. The action is
- (a) Legal                      **(b) Illegal**                      (c) Improper                      (d) Irregular

Ans: (b)

'In the given case, the action of police officer is illegal as the offence for which X warranted is bailable and cognizable and in such cases of bailable offence, the arrestees shall be released on bail when they offer required securities under CrPC.

149. Executive magistrates are appointed under section.....of the Code of Criminal Procedure, 1973.
- (a) Section 20**                      (b) Section 18                      (c) Section 14                      (d) Section 15

Ans: (a)

'Executive magistrates are appointed under section 20 of the Code of Criminal Procedure, 1973. The role of the Executive Magistrates is largely administrative in nature. They deal predominantly with general law and order issues and preventive measures that were to be taken in a particular locality.

150. Under the newly added proviso to section 24(8) of the Code of Criminal Procedure, 1973.
- (a) The court may permit the victim to engage an advocate of his choice to conduct the prosecution.  
**(b) The court may permit the victim to engage an advocate of his choice to assist the prosecution.**  
(c) The court may permit the victim to engage an advocate of the court's choice to assist the prosecution.  
(d) None of the above

Ans: (b)

'Section 24(8), CrPC talks about Special Public Prosecutor and states that The Central Government or the State Government may appoint, for the purposes of any case or class of cases, a person who has been in practice as an advocate for not less than ten years as a Special Public Prosecutor.

151. Who among the following was a member of the law commission headed by Lord Macaulay which drafted the Indian Penal Code, 1860?
- (a) F Millet                      (b) GW Anderson                      (c) JM Macleod                      **(d) All of the above**

Ans: (d)

'The First Law Commission was established in 1834 by the British Government under the Chairmanship of Lord Macaulay and the members of this commission were namely, J.M. Macleod, G.W. Anderson and F. Millet.

152. In a criminal action, the general conditions of penal liabilities are indicated in the old maxim
- (a) *Sequi debet potentia justitiam, non praecedere*  
(b) *Vigilantibus non dormientibus jura subveniunt*  
(c) *Volenti non fit injuria*  
**(d) Actus non facit reum nisi mens sit rea**

Ans: (d)

In a criminal action, the general conditions of penal liabilities are indicated in the old maxim "Actus Non Facit Reum Nisi Mens Sit Rea". It explains that for any act to be illegal in nature it must be done with a guilty mind. Thus to convict the defendant, it must be proved that the criminal act was carried out with a criminal intent.

153. A suffering from somnambulism, steps on B. who was sleeping on the floor and hurts him, here
- (a) A is liable

**(b) A is not liable because his actions were not conscious or wilful**

(c) Depends

(d) None of the above

Ans: (b)

'In the given case, A is not liable because his actions were not conscious or willful and such death was caused Inadvertently without Intention of harm ( men's rea) and hence, not liable under criminal law.

154. The minority judgment (Justice Subba Rao) in *Slate of Maharashtra v M H George* AIR 1965 SC 722 is followed by holding that '*mens rea* by necessary implication may be excluded from a statute only where it is absolutely clear that the implementation of the object of the statute would otherwise be defeated' in a later judgment in the case of .....

**(a) Nathulal v State of MP**

(b) *Kehar Singh v Delhi Administration*

(c) *Sanjay Dath v Union of India*

(d) None of the above

Ans: (a)

Supreme Court in the case of Nathulal v State of MP, held that there is a presumption that mens rea is an essential ingredient in every criminal offence. However, mens rea by necessary implication can be excluded from a statute only where it is absolutely clear that the implementation of the object of statute would otherwise be defeated and its exclusion enables those put under strict liability by their act or omission to assist the promotion of the law.

155. Section 3 of the Indian Penal Code 1860, deals with.....

(a) Punishment of offences committed tied within India

**(b) Punishment of offences committed beyond, but which by law may be tried within India**

(c) Extension of Code to extraterritorial offences

(d) None of the above

Ans: (b)

Section 3 of IPC 1860, lays down the provisions for punishment of the offences committed beyond India but may be tried within India. It gives criminal jurisdiction to the Courts to try an offence committed by a person beyond or outside the territory of India when he is subject to the Indian laws.