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1. Which statement is correct for an act of tort?
 (a) It is a civil wrong
 (b) All civil wrongs are not tort
 (c) It gives a right in rem
 (d) All of the above
Ans. d
2. A tort is a breach of duty, which is—
 (a) Imposed by the parties
 (b) Imposed by the law
 (c) Imposed by the penal law
 (d) Imposed by the society
Ans. b
3. Who said that liability in law of tort arises only when the wrong is covered by any one or the other nominated tort?
 (a) Fraser (b) Winfield
 (c) Blackstone (d) Salmond
Ans. d
4. Qui facit per alium facit per se, a maxim in law of tort, is related with which act of tort?
 (a) Capacity to sue (b) Negligence
 (c) Vicarious Liability (d) 'Defamation'
Ans. c
5. In a suit for damages on the ground of malicious prosecution, what is required to be proved by the plaintiff?
 (a) That he was prosecuted by the defendant
 (b) That the prosecution was instituted without reasonable and probable cause
 (c) Proceedings for malicious prosecution terminated in favour of the plaintiff
 (d) All of the above
Ans. d
6. The maxim ubi jus ibi remedium means
 (a) Where there is remedy there is right
 (b) Where there is right there is remedy
 (c) Where there is fault there is remedy
 (d) Where there is no fault there is no remedy
Ans. b
7. Which one of the following famous cases is related to an exception to the application of the doctrine of volenti non fit injuria based on 'rescue' cases?
 (a) Haynes vs. Harwood
 (b) Padmavati vs. Dugganaika
 (c) Ashby vs. White
 (d) Wooldridge vs. Sumner
Ans. a
8. In which case, the principle of absolute liability was laid down?
 (a) Bhim Singh vs. State of J&K
 (b) Rylands vs. Fletcher
 (c) M. C. Mehta vs. Union of India
 (d) Lloyd vs. Grace, Smith & Co.
Ans. c
9. Res ipsa loquitur is a rule of
 (a) Criminal law (b) Statutory law
 (c) Substantive law (d) Evidence law
Ans. d
10. The standard of care required on the part of defendant in the tort of 'negligence' is of
 (a) Highly skilled person
 (b) Any person of least under standing
 (c) A reasonable and prudent man
 (d) A person having understanding legal
Ans. c
11. The rule regarding the principle of negligence was laid down in the leading case of
 (a) Glasgow Corp. vs. Muir
 (b) Donoghue vs. Stevenson
 (c) Winterbottom vs. Wright
 (d) Ishwari Devi vs. Union of India
Ans. b
12. Where a person willfully and without any justification is dealing with the goods in such a manner that another person, who is entitled to its immediate use and possession of the same, is deprived of that is known as
 (a) Tort of conversion
 (b) Tort of detinue
 (c) Tort of trespass to goods
 (d) Tort of nuisance
Ans. a
13. For application of the rule of strict liability, which of the following essentials is required?
 (a) Keeping or storing the dangerous thing by a person on his land
 (b) Non-natural use of the land by the person
 (c) Escape of the dangerous thing out of the land of the person storing or keeping it and causing damage or injury
 (d) All of the above
Ans. d
14. Which statement is correct?
 (a) A public nuisance is a civil wrong as well as a crime
 (b) A private nuisance is a civil person wrong as well as a crime
 (c) A public nuisance is a crime and not a civil wrong
 (d) A private nuisance is a crime and not a civil wrong
Ans. c

15. The leading case in which the test of directness for determining the remoteness of damages was finally established is
- Smith vs. London South Western Railway Co.
 - Wagon Mound Case
 - Re Polemis and Furness Withy & Co.
 - Overseas Tankship (UK), Ltd. vs. Morts Dock & Engineering Co. Ltd.

Ans. c

16. In a contract for the sale of specific goods, if at the time of the contract the goods have, without the knowledge of the seller, perished, then
- The contract is legal for the buyer
 - The contract is voidable at the option of the buyer
 - The contract is void for both the parties
 - The contract has become illegal

Ans. c

17. In an agreement to sell the goods on the terms that the price is to be fixed by the valuation of a third party but such third party fails to make the valuation, then
- The valuation may be made by the seller
 - The valuation may be made by the buyer
 - The valuation may be made jointly by the buyer and the seller
 - The buyer and the seller cannot make the valuation and the contract becomes void

Ans. d

18. Sohan, a fraudulent person posing himself a respectable person, purchased a valuable ring from Mohan, a shopkeeper by giving him a cheque, The cheque was dishonoured but before the fraud could be detected, Sohan pledged the ring with Rohan who acted in good faith and without notice of Sohan's defect of title. What is the correct position?
- Mohan can sue Sohan, the buyer, to recover the ring
 - Rohan's title to the ring is good against Mohan and Sohan, hence he will retain the ring
 - Sohan's title to the ring was defective, hence Mohan can sue Rohan and succeed to take the ring back
 - The contract is based on fraud, hence can be declared void and no liability of parties will arise in the void contract

Ans. b

19. A, a toy dealer, displayed in his shopwindow some plastic toy catapults. B, a child of six years of age, was attracted to the toys and one plastic toy catapult was bought from the shop after discussion

with the shopkeeper. While the child was using it, the toy catapult broke off and entered the left eye of the child which had to be removed. The case is filed against the seller for damages.

There is contention that

- It was a sale by description, hence the seller is liable for damages as the toy was not of merchantable quality
- It was a normal sale and the principle let the buyer beware' applies and the seller is not liable for damages
- It was a sale by sample and the plastic toy catapult was as per sample, hence the seller is not liable for damages
- After sale, the property in goods was transferred to the buyer, hence the seller cannot be held responsible for the negligence of the buyer

Ans. a

20. A sold the goods on credit to B and delivered the goods to the buyer's shipping agent who had put them on board a ship. However, the goods were returned to the seller for repacking. When the goods were still with the seller, the buyer became insolvent. The seller being unpaid refuses to return the goods. Examine the following options and decide the correct one.

- As the buyer has become insolvent, he is unable to pay the cost, hence he cannot sue the seller for goods
- As the seller is still unpaid and he is in possession of the goods, he has lien on goods and hence he has right to retain the goods
- Though the buyer has become insolvent but the seller too has lost his right of lien on goods and the goods belong to the buyer
- The seller will resell the goods and out of the sale proceeds will retain original price and refund the extra to the original buyer.

Ans. c

21. In negotiable instruments, the great element of negotiability is to the acquisition of property by party's own conduct and not by another's, i.e., if you take it bona fide and for value, nobody can deprive you of it. Which one of the following is the authority of this proposition?

- Whistler vs. Forster
- Raphael vs. Bank of England
- Carlos vs. Fancourt
- Roberts vs. Peake

Ans. b

22. The law requires that every party to a negotiable instrument must be capable of contracting according to the law of the contract. What happens when a minor becomes party to the instrument as drawer or maker or indorser?
- The whole instrument is void and all parties are discharged of their liability
 - The instrument is voidable and every party has right to declare it void
 - The instrument is valid and. all parties including minor are liable under the instrument
 - The minor is not liable on the instrument but it remains binding upon all the other parties
- Ans. d**
23. Where an instrument requires indorsement and it has been indorsed, then what is the rule creating liability on it among the following options?
- Every indorser incurs liability to all the parties that are subsequent to him
 - Only the first indorser and not the subsequent indorsers will be liable to all the parties
 - If an indorser denies the genuineness of the instrument, he may be exempted from his liability
 - If an indorser shows that the instrument had already been altered
- Ans. a**
24. Which of the following options is not correct? A bill of exchange may have to be presented for acceptance before it is presented for payment. Presentment for acceptance is necessary only where
- The bill is payable at a given time after sight
 - The bill expressly stipulates that it shall be presented for acceptance before presentment for payment
 - The bill is made payable at a place other than the place of business or residence
 - The drawer and the drawee have common interest in presenting the bill for acceptance
- Ans. d**
25. When the holder of the cheque receives information from the bank that the cheque has been dishonoured, he should make a demand_ by giving a notice in writing to the drawer of the cheque for payment of the money.
- Within fifteen days
 - Within thirty days
 - Within twenty-one days
 - Within forty-five days
- Ans. a**
26. A small company may be one whose turnover as per its last Profit and Loss Account did not exceed or such higher amount as may be prescribed which cannot be more than
- ₹2 crores, ₹10 crores
 - ₹2 crores, ₹ 50 crores
 - ₹2 crores, ₹ 20 crores
 - ₹ 5 crores, ₹50 crores
- Ans. c**
27. Inactive company means a company which has not been carrying on any business or has not filed financial statements and annual returns during
- The last three financial years
 - The last two financial years
 - The last four financial years
 - The last five financial years
- Ans. b**
28. The Companies Act, 2013 has provided that in listed companies, appointment of independent directors is mandatory and the independent directors will be appointed
- From the list provided by the Company Law Board
 - From the list of persons given by the Ministry of Law and Company Affairs
 - From the Data Bank maintained for this purpose
 - From the list of persons nominated by the shareholders of the company
- Ans. c**
29. The Companies Act, 2013 has done a tremendous job by providing Company's Social Responsibility (CSR) as a mandatory activity. A company has to comply with mandatory CSR norms where
- The net worth of the company is INR (Indian National Rupee) 1,000 crores or more
 - The turnover of the company is INR 1,000 crores or more
 - Its net profit during any financial year is INR 50 crores or more
 - Its paid-up share capital is INR 200 crores or more
- Ans. b**
30. The National Company Law Appellate Tribunal consists judicial and technical members The Chairperson is one who is or has been a judge of the Supreme Court or the Chief Justice of High Court. The maximum number of members in the NCLAT has been provided as
- Eleven members
 - Nine members
 - Thirteen members
 - Seven members
- Ans. a**

31. A, B and C enter into an agreement for partnership at will. The partnership deed contains the following provisions. Which one of the following provisions of the deed is inconsistent with partnership at will?
- That there will be option for a surviving partner to purchase a deceased partner's share at a fixed valuation
 - That disputes between the partners, if any, shall be referred to arbitration
 - That every partner will have a power to nominate his successor
 - That if any partner wants to retire from partnership, notice of a certain fixed time will be required before retirement
- Ans. d**
32. By implied authority, each partner binds all other partners by his acts in all matters which are within the scope and objects of partnership. In a partnership of general commercial nature, which of the following is not within the implied authority of partners?
- That every partner may pledge or sell the partnership property
 - That any partner may admit any liability in a suit against the firm
 - That every partner may borrow money on account of the partnership
 - That every partner may engage servants for the partnership business
- Ans. b**
33. If a person who is minor according to the law to which he is subject is admitted to the benefits of a partnership, it is claimed that
- His share in the firm's property is not liable to the firm's debts
 - He can sue the partners to show
 - On the date on which insolvency of the partner is advertised publicly by the remaining partners
 - On the date on which order of adjudication is made
- Ans. d**
34. Where a partner becomes insolvent, he ceases to be partner in the firm
- On the date on which he declares himself as insolvent
 - On the date which is agreed by him with other partners for declaring him insolvent
 - On the date on which insolvency of the partner is advertised publicly by the remaining partners
 - On the date on which order of adjudication is made
- Ans. d**
35. A, B and C enter into an agreement for partnership in which C remains a sleeping partner. It is found that C is in adulterous relationship with B's wife. What is the correct line of action?
- B insists that the firm be dissolved on this ground and advances his action for it
 - A advises to terminate C from the firm and insists B to continue the firm's business
 - C regrets for his act and insists to compensate the firm's loss, if any, instead of dissolution of the firm
 - A opposes dissolution of the firm as it was not a fit ground of dissolution and advises to continue the business afresh
- Ans. a**
36. Communication made without prejudice' is protected
- Under Section 22 of the Evidence Act
 - Under Section 23 of the Evidence Act
 - Under Section 24 of the Evidence Act
 - Under Section 21 of the Evidence Act
- Ans. b**
37. Necessity rule' admissibility of contained in as to evidence the is
- Section 31 of the Evidence Act
 - Section 32 of the Evidence Act
 - Section 60 of the Evidence Act
 - Section 61 of the Evidence Act
- Ans. b**
38. Delhi High Court issued guidelines for the protection of witnesses in
- Neelam Katara Case (2003)
 - Naina Sahni Case (2007)
 - Uphaar Cinema Case (2005)
 - Parliament Attack Case (2006)
- Ans. a**
39. A prosecutes B for adultery with C, A's wife. B denies that C is A's wife, but the court convicts B of adultery. Afterwards, C is prosecuted for bigamy in marrying B during A's lifetime. C says that she never was A's wife. The judgment against B is
- Relevant as against C
 - Irrelevant as against C
 - Relevant and admissible against C
 - None of the above
- Ans. b**

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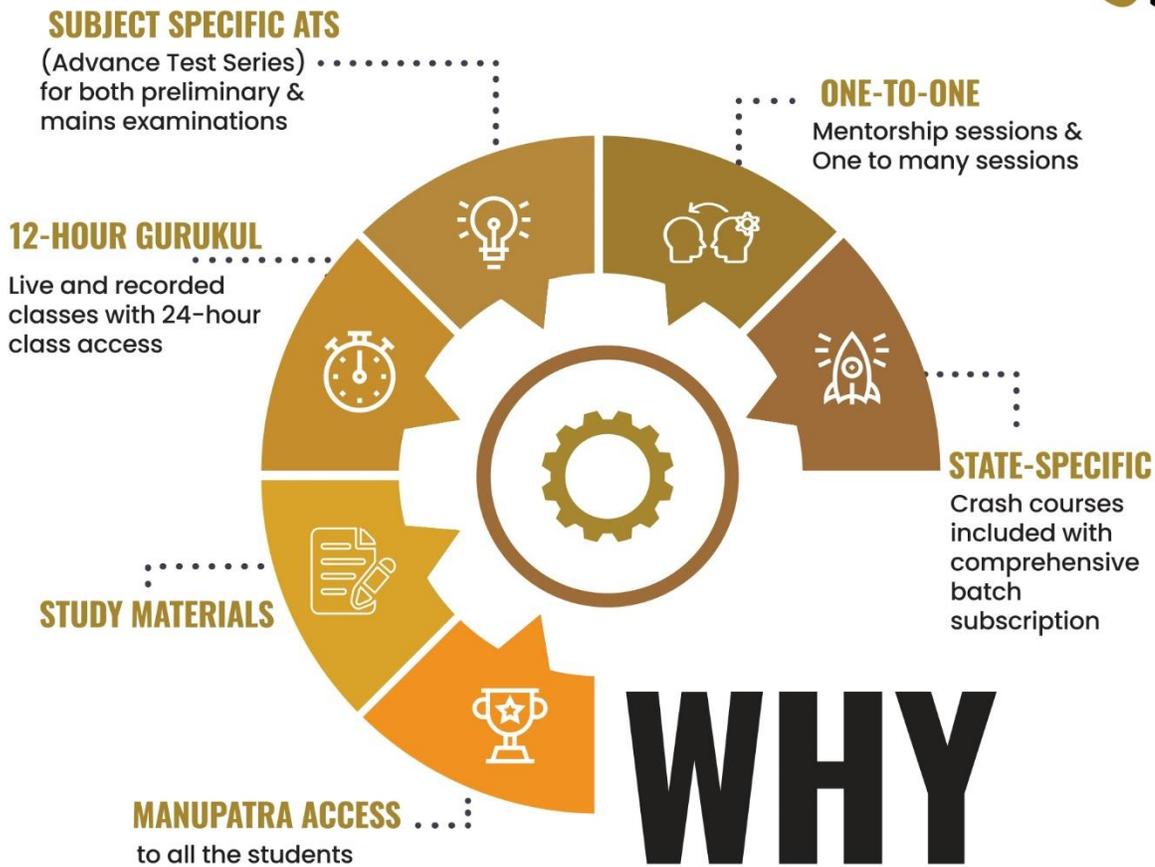
I want to express my sincere gratitude to Judiciary Gold for their unwavering support and guidance. They have been instrumental in my journey, and I believe that their expertise will continue to guide countless others towards success in the field of law.”

40. Which of the following chapters of the Indian Evidence Act deals with witnesses?
 (a) Chapter VI (b) Chapter VII
 (c) Chapter VIII (d) Chapter IX
Ans. d
41. Which of the following provisions of the Indian Evidence Act was omitted by the Amendment Act of 2002?
 (a) Section 155(2) (b) Section 155(3)
 (c) Section 155(4) (d) Section 155(5)
Ans. c
42. Which of the following Sections of the Code of Criminal Procedure, 1973 defines the term judicial proceeding?
 (a) Section 2(j) (b) Section 2(j)
 (c) Section 2(k) (d) Section 2(l)
Ans. a
43. In which of the following cases, the Supreme Court has issued specific guidelines regarding arrest?
 (a) Vishakha vs. State of Rajasthan
 (b) A. R. Antulay's Case
 (c) D. K. Basu's Case
 (d) Nandini Satpathy's Case
Ans. c
44. What is the maximum amount of maintenance which can be ordered by a Magistrate as monthly allowance under Section 125 of the code of Criminal Procedure, 1973?
 (a) ₹ 1,000 (b) ₹ 500
 (c) ₹ 2,000 (d) No limit
Ans. d
45. Under Section 164A of the Code of Criminal Procedure, 1973, the victim of rape shall be sent to registered medical practitioner for examination within from the time of receiving the information relating to the commission of such offence.
 (a) 6 hours (b) 12 hours
 (c) 24 hours (d) 36 hours
Ans. c
46. Which of the following Sub sections was/were inserted by the Code of Criminal Procedure (Amendment) Act, 2005 in Section 176 of CrPC?
 (a) 176(1A)
 (b) 176(1A) and 176(1B)
 (c) 176(5) and 176 (6)
 (d) 176 (1A) and 176 (5)
Ans. d
47. The period of limitation prescribed in the Code of Criminal Procedure is not applicable to the offences under
 (a) The Income-tax Act, 1961 (43 of 1961)
 (b) The Customs Act, 1962 (52 of 1962)
 (c) The Foreign Exchange Management Act, 1999 (42 of 1999)
 (d) All of the above
Ans. d
48. The Code of Civil Procedure (Amendment) Acts, 1999 and 2002 were enacted on the recommendations of
 (a) Santhanam Committee
 (b) Malimath Committee
 (c) Thakkar Committee
 (d) None of the above
Ans. b
49. Which of the following landmark judgments of the Supreme Court deals with the applicability of res judicata in writ petitions?
 (a) Satyadhan Ghosal vs. Deorajin Debi
 (b) Daryao vs. State of UP
 (c) LIC vs. India Automobiles and Co.
 (d) None of the above
Ans. b
50. A court can return the plaint, when the court has got
 (a) No territorial jurisdiction
 (b) No pecuniary jurisdiction
 (c) No subject-matter jurisdiction
 (d) Any of the above
Ans. d
51. The Code of Civil Procedure (Amendment) Act, 2002 came into force on
 (a) 1st April, 2002 (b) 1st June, 2002
 (c) 6th June, 2002 (d) 1st July, 2002
Ans. d
52. The provision for setting aside the arbitral award is laid down under
 (a) Section 32 of the related Act
 (b) Section 36 of the related Act
 (c) Section 34 of the related Act
 (d) None of the above
Ans. c
53. The parties to the arbitration agreement shall appoint arbitrator within
 (a) Thirty days (b) Sixty days
 (c) Forty days (d) Ninety days
Ans. a
54. The decrees or orders made by Small Causes Court are revisable by
 (a) The District Court (b) The High Court
 (c) Both (a) and (b) (d) None of the above
Ans. c

55. Who is authorised to abolish Courts of Small Causes?
 (a) The concerned High Court
 (b) The concerned State Government
 (c) The concerned District Court
 (d) The concerned District Court after consultation with the concerned High Court and the State Government
Ans. b
56. In which of the following cases, it was contended that the Preamble to our Constitution should be the guiding start in its interpretation and hence any law made under the Article 21 should be held as void if it offended against the principles of natural justice?
 (a) Gopalan vs. State of Madras
 (b) Kesavananda Bharati vs. State of Kerala
 (c) Bhim Singh vs. Union of India
 (d) Excel Wear vs. Union of India
Ans. a
57. Which of the following cases upheld 'secularism' as a basic feature of the Indian Constitution even before the word 'secular' was inserted in the Preamble?
 (a) Indira Gandhi vs. Raj Narain
 (b) Kesavananda Bharati vs. State of Kerala
 (c) Waman Rao vs. Union of India
 (d) Samatha vs. State of AP
Ans. b
58. In which of the following cases, the consensus of the majority of the judgment was that the basic structure of the Constitution could not be destroyed or damaged by amending the Constitution in exercise of the power under the
 (a) Waman Rao vs. Union of India
 (b) Golak Nath vs. State of Punjab
 (c) Kuldeep Nayar vs. Union of India
 (d) None of the above
Ans. a
59. A person who or whose father was not born in the territory of India but "who (a) has his domicile 'in the territory of India', and (b) has been ordinarily residing within the territory of India' for not less than 5 years immediately preceding the commencement of the Constitution" is considered as Indian citizen. Which of the following Articles of the Indian Constitution describes it?
 (a) Article 5 (b) Article 5B
 (c) Article 5A (d) Article 5C
Ans. d
60. Which of the following is an essential part of rule of law and independence of judiciary?
 (a) Judicial review
 (b) Impartial appointment of judges
 (c) Impeachment
 (d) Original jurisdiction
Ans. a
61. The test of reasonableness is not a wholly test and its contours are fairly indicated by the Constitution.
 (a) Subjective (b) Objective
 (c) Descriptive (d) Summative
Ans. a
62. Taxation is a/an power of the State and there is no fundamental right to be immune from taxation.
 (a) Independent (b) Statutory
 (c) Authoritative (d) Administrative
Ans. a
63. Protection in respect of conviction for offences' is the essence of which of the following Articles of the Indian Constitution?
 (a) Article 22 (b) Article 21
 (c) Article 20 (d) Article 19
Ans. c
64. According to Clause (1) of Article 25 of the Indian Constitution, the freedom of religion is subject to the interest of
 (a) public order (b) morality
 (c) health (d) All of the above
Ans. c
65. Which of the following Articles of the Indian Constitution mentions the provision of the post of the Prime Minister in India?
 (a) Article 73 (b) Article 74
 (c) Article 75 (d) Article 74(1)
Ans. c
66. A person shall be disqualified for being a member of either House of the Parliament if he is so disqualified under the Schedule.
 (a) Sixth (b) Eighth
 (c) Seventh (d) Tenth
Ans. d
67. Judges of the Supreme Court can be removed from their office by
 (a) Impeachment
 (b) The President
 (c) The Council of Ministers
 (d) The House of the People
Ans. a

68. Which of the following has been held to be questions of fact and not of law?
 (a) Whether a fact has been proved when evidence for and against has been properly received
 (b) Whether a statutory presumption has been rebutted
 (c) Whether an endowment is private or public, there being no questions of misconstruction of a document involved
 (d) All of the above
Ans. d
69. The Chief Minister shall be appointed by the
 (a) Prime Minister (b) Governor
 (c) President (d) Vidhan Sabha
Ans. b
70. Absolutism means
 (a) The state or quality of being absolute
 (b) A sort of government in which public power is vested in some person or persons, unchecked and uncontrolled by any law or institution
 (c) Unconditional power or sovereignty vested in a monarch, an autocrat or an oligarchy
 (d) All of the above
Ans. d
71. Mandamus
 (a) is issued to check the performance of duties of a public nature
 (b) is issued to impede the performance of duties of a private nature
 (c) is issued to compel the performance of duties of a public nature
 (d) None of the above
Ans. c
72. Which among the following has the power to extend functions of the State Public Service Commission?
 (a) The Governor
 (b) The State Legislative
 (c) The Chief Minister
 (d) The Advocate General
Ans. b
73. While a proclamation of emergency is in operation
 I. the executive power of the Union shall extend to the giving of directions to any State as to the manner in which the executive power thereof is to be exercised
 II. the power of the Parliament to make laws with respect to any matter shall include the power to make laws on the subject which is not enumerated in the Union List. Which of the above statements is/are found to be correct?
 (a) Only I (b) Only II
 (c) Both I and II (d) Neither I nor II
Ans. c
74. The Governor must remain conscious of his constitutional obligations and not sacrifice either political responsibility or parliamentary conventions on the altar of 'political expediency' In which of the following cases, the constitutional obligations of the Governor were mentioned?
 (a) S. R. Chaudhari vs. State of Punjab
 (b) B. R. Kapur vs. State of Tamil Nadu
 (c) Krishna Ballabh Sahay vs. Commission of Inquiry
 (d) None of the above
Ans. a
75. "Administrative Law is the law relating to the administration. It determines the organization, powers and duties of the administrative authorities." Who among the following jurists has given the above definition?
 (a) Ivor Jennings (b) K. C. Davis
 (c) Owen Hood Phillips (d) Keith
Ans. a
76. State the similarity between constitutional and administrative laws.
 (a) Both constitutional administrative laws are private laws
 (b) Both constitutional and administrative laws regulate the highest norms of the State
 (c) Both constitutional and administrative laws deal with the organisation and functions of the government at rest
 (d) Both constitutional administrative laws are public laws
Ans. d
77. The privilege to withhold the documents/information under the administrative law is enacted in which of the following Sections of the Evidence Act?
 (a) Section 120 (b) Section 126
 (c) Section 123 (d) Section 98
Ans. c
78. According to Dicey, the meaning of the rule of law may be discussed under which of the following heads?
 (a) Equality after law
 (b) Equality of fixed rules of law
 (c) Equality under law
 (d) Equality before law
Ans. d

79. K. C. Davis in his book, Administrative Law gave several meanings of the term 'rule of law'. Choose the correct option accordingly,
 (a) Fixed rules of law
 (b) Exclusion of discretion
 (c) Both (a) and (b)
 (d) Neither (a) nor (b)
Ans. c
80. The doctrine of 'separation of powers' can be explained by which of the following?
 (a) Same person should not form the part of more than one of the three organs of the government
 (b) Same person should not form the part of more than two of the three organs of the government
 (c) Same person should not form the part of any organs of the three organs of the government
 (d) None of the above
Ans. a
81. In modern states, the executive function is further classified as quasi-legislative, quasi-judicial, ministerial and purely administrative functions. This observation is based on which of the following cases?
 (a) Harishankar Bagla vs. State of MP
 (b) Maneka Gandhi Vs. Union of India
 (c) Hamdard Dawakhana vs. Union of India
 (d) All of the above
Ans. b
82. Delegated legislation in India can be decided for post Constitution period. This was held by
 (a) Queen vs. Burah
 (b) Re. Delhi Laws Act, 1912 [AIR 1951 SC 332]
 (c) J. N. Gupta vs. Province of Bihar
 (d) Both (a) and (c)
Ans. b
83. Choose the function which cannot be delegated under the administrative Law.
 (a) Power to give retrospective effect
 (b) Appointed day or commencement of the Act
 (c) Application of existing laws
 (d) Suspension of operation of all/any of the provisions of the Act
Ans. a
84. What is the disadvantage in delegated legislations?
 (a) In case of gross violation of rights of the people, delegated legislation can be withdrawn/amended suitably without much delay
 (b) There are chances to misuse the powers which given by parent act and thereby the executive may enjoy more power than the Parliament
 (c) Both (a) and (b)
 (d) Neither (a) nor (b)
Ans. b
85. Conditional legislation under the administrative law is
 (a) also known as subordinate legislation. While making legislation, the subordinate authorities can use their discretion
 (b) also known as contingent legislation. No discretion can be enjoyed as there is no rule-making power
 (c) Neither (a) nor (b)
 (d) Both (a) and (b)
Ans. b
86. "The principle of natural justice is one procedural rule for the administrative action." Considering the above statement, which of the FREE following is/are justified?
 (a) No man should be judged in his own cause
 (b) All men should be judged in their own cause
 (c) All of the above
 (d) Neither (a) nor (b)
Ans. a
87. The courts in almost all the democratic countries enjoyed the power to decide the validity of the delegated legislation under the administrative law and apply the test.
 The above is related to which of the following?
 (a) Test of substantive ultra vires and test of procedural 'ultra vires'
 (b) Where the parent act itself is unconstitutional and delegated legislation is unconstitutional
 (c) Neither (a) nor (b)
 (d) Both (a) and (b)
Ans. a
88. The rule against biased can be discussed under the following heads:
 i. Pecuniary bias
 II. Personal bias
 III. Bias as to subject-matter
 The personal bias is decided by the Supreme Court under which of the following cases?
 (a) Dimes vs. Grand Junction Canal
 (b) Gullapalli Nageswara Rao vs. APSRTC
 (c) A. K. Kraipak vs. Union of Indian
 (d) Manak Lal vs. Dr. Prem. Chand
Ans. c
89. Habeas corpus literally means 'have the corpus' or 'bring the body'. Under which case, habeas corpus will not be issued?
 (a) A. K. Gopalan vs. State of Madras
 (b) Batul Chandra vs. State of West Bengal
 (c) Both (a) and (b)
 (d) Neither (a) nor (b)
Ans. b



WHY JUDICIARY GOLD?

STUDY MATERIALS



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MARATHON TESTS



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* Get in hand the well curated lists of important sections from Previous years.



TRANSLATION & JUDGMENT WRITING



JUDGMENT SHEETS



IMPORTANT TOPICS HANDOUTS

90. The essential of audi alteram partem is
 (a) Issuance of notice without hearing
 (b) Taking adverse action against him
 (c) Depriving the rights
 (d) Notice s
Ans. d
91. What is the essential condition of the mandamus?
 (a) The petitioner must have legal right which can be judicially enforceable
 (b) The public authority concerned must do his duty
 (c) The petitioner should not make a demand for the performance of the duty
 (d) None of the above
Ans. a
92. According to the constitutional provisions regarding contractual liability of the State, which of the following conditions must be fulfilled in order to make a contract valid, in which the government is a party?
 (a) The contract made has to be executed on behalf of the President or the government as the case may be
 (b) Any executive entering the contract on his own
 (c) Any contract expressed to be made without any authority
 (d) All of the above
Ans. a
93. "Tribunals deal with the service matter only" Choose the correct option among the following which is true above statement.
 (a) It Presides over by the judge or Magistrate
 (b) CPC and rules of evidence must be followed
 (c) It decides basing on the rule of law, procedure and rules of evidence
 (d) None of the above
Ans. d
94. What is the qualification of Ombudsman?
 (a) Lokpal shall not hold any office of profit
 (b) Lokpal shall be a Member of Parliament
 (c) Lokpal shall carry on any business/profession
 (d) None of these
Ans. a
95. Hindu Law is
 (a) Civil Law (b) Personal Law
 (c) Constitutional Law (d) Criminal Law
Ans. b
96. The ancient source(s) of the Hindu Law is/are
 (a) Sruti
 (b) Smriti
 (c) Digest, commentaries and custom
 (d) All of the above
Ans. d
97. Section 5 (i) of the Hindu Marriage Act, 1955 provides for
 (a) Monogamy (b) Bigamy
 (c) Polygamy (d) Polyandry
Ans. a
98. Under which Section of the Hindu Marriage Act, 1955, judicial separation has been provided?
 (a) Section 9 (b) Section 10
 (c) Section 11 (d) Section 13
Ans. b
99. Section 16 of the Hindu Marriage Act, 1955 deals with the legitimacy of the children of
 (a) void marriages
 (b) voidable marriages
 (c) void and voidable marriages
 (d) valid marriages
Ans. c
100. A Hindu marriage may be solemnized according to the customary rites and ceremonies of
 (a) Bride
 (b) Bridegroom
 (c) Both the parties
 (d) Either party (bride and bridegroom) thereto
Ans. d
101. 'Son', in Class I of the Schedule of the Hindu Succession Act, 1956, does not include
 (a) Adopted son (b) Stepson
 (c) Illegitimate son (d) None of the above
Ans. b
102. Which of the following is correct under Section 10 of the Hindu Succession Act, 1956 for the surviving sons, surviving daughters and mother of the male intestate?
 (a) Each shall take one share
 (b) All will take one share
 (c) All the sons and daughters shall take one share and mother shall take one share
 (d) All the sons and daughters shall take one share and mother shall take no share
Ans. a
103. Under Section 14 of the Hindu Succession Act, 1956, any property possessed by a female Hindu, whether acquired by her before or after the commencement of this Act, shall be held by her as a
 (a) Full owner
 (b) Limited owner
 (c) Co-owner with her husband
 (d) None of the above
Ans. a

104. According to the Hindu Adoption and Maintenance Act, 1956, 'minor' means a person who has not completed his or her age of
 (a) 14 years (b) 16 years
 (c) 18 years (d) 21 years
Ans. c
105. A female Hindu who is major and is of sound mind is legally capable to take in adoption, a son or a daughter, if
 (a) She is widow or divorced woman
 (b) She is unmarried woman
 (c) Her husband has completely and finally renounced the world or has ceased to be a Hindu or has been declared by a court of competent jurisdiction to be of unsound mind
 (d) All of the above
Ans. d
106. A junior male member of a Hindu undivided family may be its 'Karta'
 (a) When he is able and intelligent
 (b) Without the consent of the coparceners of the family if he is able and clever
 (c) Only with the consent of the other coparceners of the family
 (d) Only with the order of the mother
Ans. c
107. What are the main sources of the Muslim Law?
 (a) Koran (b) Sunnat and Ahadis
 (c) Ijma and Qiyas (d) All of the above
Ans. a
108. By which man a Muslim lady may legally marry?
 (a) Hindu (b) Muslim
 (c) Kitabiya (d) None of the above
Ans. b
109. With whom a Shia Muslim man is entitled to perform a temporary marriage, i.e., Muta?
 (a) Muslim woman
 (b) Christian woman
 (c) Jewish or a fire-worship ping woman
 (d) Any of the women stated above
Ans. d
110. Whether a Muslim may give Talaq' in the state of intoxication or under pressure?
 (a) Yes, recognized under the 'Sunni' Muslim Law
 (b) Yes, recognized under the 'Shia' Muslim Law
 (c) Yes, according to the 'Ismailiya' Law
 (d) Yes, according to the 'Usuli' Law
Ans. a
111. By the third pronouncement (utterance) of 'Talaq', which kind of Talaq' becomes effective?
 (a) Talaq-e-Hassan (b) Talaq-e-Ahsan
 (c) Talaq-e-Tafweez (d) None of the above
Ans. a
112. Acknowledgement of paternity once made under Muslim Law
 (a) Cannot be revoked
 (b) Can be revoked
 (c) Can be revoked by previous permission of capable judiciary
 (d) None of the above
Ans. a
113. In whose custody, the Muslim illegitimate children will be kept?
 (a) Father
 (b) Mother
 (c) Both father and mother
 (d) Maternal grandmother
Ans. b
114. Which of the following gifts is not valid?
 (a) Gift in future
 (b) Conditional gift
 (c) Gift based on wagering contract or contingent contract
 (d) All of the above
Ans. d
115. 'Rule against perpetuity' given under the Transfer of Property Act, 1882 does not affect any rule of
 (a) Hindu Law (b) Muhammadan Law
 (c) Christian Law (d) None of the above
Ans. b
116. Standing Timbers under the Transfer of Property Act, 1882 are
 (a) Immovable properties only so long as not severed from the earth
 (b) Immovable properties unless there is a contract to sever the same from the earth
 (c) Not immovable properties
 (d) Immovable properties if value exceeds ₹100
Ans. c
117. Instrument under the Transfer of Property Act, 1882 means
 (a) A testamentary instrument
 (b) A testamentary as well as a non- testamentary instrument
 (c) A non-testamentary instrument
 (d) Any written document
Ans. c

118. For valid attestation of an instrument under the Transfer of property Act, 1882, it is necessary that
- Each attesting witness must see the executants sign the instrument or affix his mark
 - The executants must see the attesting witness signing the instrument
 - Each attesting witness sign the instrument in the presence of the executants
 - All of the above

Ans. c

119. A has a wife B and a son C. C in consideration of ₹ 5 lakhs paid to him by his mother B executes a deed by a registered instruments releasing his share of inheritance to A's property. A dies and C claims his share in A's property. Which of the following is correct?
- C is bound by his instrument and cannot claim share in A's property
 - C is not bound by his instrument and can claim share in A's property
 - C is bound by his instrument if instrument is attested by at least two witnesses
 - C can claim the share in properties of A only after the death of his mother

Ans. b

120. A agrees to sell to B a certain quantity of gunny bags deliverable on a future day. Before the due date, B assigns his beneficial interest in the contract to C. A commits a breach of contract. Which of the following is correct?
- C is entitled to sue A for damages for not delivering the gunny bags
 - C is not entitled to sue for damages as it will amount to transfer of mere right to sue by B
 - C is not entitled to sue A for damages as there is no privity of contract between A and C
 - C is entitled to sue only to get his money back from B

Ans. a

121. Provision based on doctrine of acceleration under the Transfer of Property Act, 1882 is
- | | |
|----------------|----------------|
| (a) Section 29 | (b) Section 28 |
| (c) Section 27 | (d) Section 30 |

Ans. c

122. A owns two adjoining properties X and Y. A sells the property X to B and imposes a condition that for the more beneficial enjoyment of the property Y, B shall keep open a portion of property X and will not build upon it. Which of the following is correct?

- The condition is not valid since A has sold the property which is an absolute transfer and hence A cannot impose any condition on the mode of enjoyment of the property X
- The condition is valid
- The condition would have been valid only if the transfer had been without consideration
- The condition will be valid only if A proves that he has no other way to reach to his property Y except through the open portion of the property X

Ans. b

123. A makes a gift of land to B. C sues A for possession of the land. While the suit is pending, B transfers the land to D. A dies and C obtains a decree for possession against B as legal representative of A. Is D's title affected by the rule of lis pendens so as to be subject of C's decree?
- Yes, because transfer is without consideration
 - No, because B was not a party to the suit at the time of transfer by B to D
 - B is not legal representative of A for C's decree
 - After gift made to B, cannot sue A for possession of the land

Ans. b

124. Handing over the possession of mortgaged property is required in
- Mortgage by conditional sale
 - English mortgage
 - Mortgage by deposit of title deeds
 - None of the above

Ans. b

125. Which of the following pairs is correctly matched?
- Marshalling by subsequent purchaser-Section 81
 - Right of mortgagor to redeem- Section 60A
 - Right of usufructuary mortgagor to recover possession-Section 62
 - None of the above

Ans. c

126. Relief from Equity Court could be obtained
- before adjudication in the Common Law Courts
 - after decision by the Common Law Courts
 - both before or after decision by the Common Law Courts
 - None of the above

Ans. c

127. Equity Court could be approached
 (a) As a matter of right
 (b) As a matter of grace
 (c) Both (a) and (b)
 (d) None of the above
Ans. b
128. An equitable interest is an interest recognized by
 (a) the Court of Chancery
 (b) the Common Law Courts
 (c) Both (a) and (b)
 (d) None of the above
Ans. a
129. A transfer ₹10,000 in four percent to B, in trust to pay the interest annually accruing due to C for her life. A dies Then C dies. Which of the following is correct?
 (a) B hold the fund for the benefit of C's legal representative
 (b) B holds the fund for the benefit of A's legal representative
 (c) B may now enjoy the fund for himself
 (d) Fund is liable to be forfeited by the state
Ans. b
130. Where the trust property consists of money and cannot be applied immediately or at an early date to the purposes of the trust, the trustee is bound (subject to any direction contained in the instrument of trust) to invest the money on the specified securities and on no others. Which Section of the Indian Trusts Act, 1882 contains this provision?
 (a) Section 18 (b) Section 19
 (c) Section 20 (d) Section 21
Ans. c
131. Which of the following Sections of the Indian Trusts Act deals with liability for breach of trust?
 (a) Section 20 (b) Section 21
 (c) Section 22 (d) Section 23
Ans. d
132. The words and expressions used in the Specific Relief Act, but not defined in the Act, have meaning as defined in the
 (a) General Clauses Act
 (b) Indian Contract Act
 (c) Transfer of Property Act
 (d) Civil Procedure Code
Ans. b
133. Which of the following Sections of the Specific Relief Act deals with recovery of specific movable property?
 (a) Section 5 (b) Section 7
 (c) Section 8 (d) Section 9
Ans. b
134. Which of the following pairs is not correctly matched?
 (a) Contracts not specifically enforceable- Section 15
 (b) Power to award compensation in certain cases- Section 21
 (c) Liquidation of damages not a bar to specific performance- Section 23
 (d) Temporary and perpetual injunctions- Section 37
Ans. a
135. Every promise and every set of promises, forming the consideration for each other is
 (a) An offer (b) An agreement
 (c) An acceptance (d) A contract
Ans. b
136. Communication of acceptance is complete as against the acceptor
 (a) When it is put in the course of transmission
 (b) When the proposer conveys the acceptance to the acceptor
 (c) When it is communicated to the acceptor that the acceptance has reached the proposer
 (d) When it comes to the knowledge of the proposer
Ans. d
137. A "tender" is
 (a) an offer
 (b) an invitation to offer
 (c) an invitation for discussion
 (d) a promise
Ans. b
138. An agreement in restraint of marriage is
 (a) Valid (b) Illegal
 (c) Void (d) Voidable
Ans. c
139. In order to convert a proposal into a promise
 (a) The acceptance of proposal must be absolute and unqualified
 (b) The acceptance of proposal may be varied
 (c) The acceptance of proposal may be conditional
 (d) The acceptance of proposal may be absolute, varied or conditional
Ans. a

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140. A proposal can be revoked by the proposer
- by the communication of notice by the proposer to the other party
 - by the lapse of time prescribed in such proposal for its acceptance
 - by the failure of the acceptor to fulfil a condition precedent to acceptance
 - All of the above
- Ans. d**
141. Which one of the following is correct?
- All agreements are contracts once they have been made between the parties for a consideration
 - All agreements are contracts once they have been made between the parties with their free consent
 - All agreements are contracts once they have been made between the competent parties
 - All agreements are contracts if they are made by the free consent of parties competent to contract for lawful consideration and lawful object and not expressly declared by law to be void
- Ans. d**
142. A valid contract at the initial stage ceases to be enforceable subsequently due to intervention of unforeseen factors. The contract will
- Remain valid
 - Be voidable at the option of either party to the contract, when it ceases to be enforceable
 - Become void since the time of its inception
 - Become void since the time it ceases to be enforceable
- Ans. d**
143. In Indian Law, a wagering contract is
- Treated as voidable
 - Treated as void
 - Treated against public policy
 - Treated as valid
- Ans. b**
144. A person who finds goods belonging to another and takes them into his custody is subject to responsibility in the same way as a/an
- Owner thereof
 - Pledgee thereof
 - Bailee thereof
 - Custodian thereof
- Ans. c**
145. An agency under the Contract Act is terminated by
- Principal revoking his authority
 - The death of either principal or agent
 - Principal being adjudicated an insolvent
 - All of the above
- Ans. d**
146. The liability of the surety under the contract of guarantee is
- Several with that of the principal debtor
 - Alternate with that of the principal debtor
 - Coextensive with that of the principal debtor
 - All of the above
- Ans. c**
147. A agrees to sell a horse of worth ₹ 5,000 for ₹ 1,000 to B. A's consent to the agreement was freely given. The agreement is
- A contract
 - Not a contract for inadequacy of consideration
 - Not enforceable
 - Against the provision of the Contract Act
- Ans. a**
148. Which one is the famous case related with the general offer?
- Lalman Shukla vs. Gauri Dutt
 - Mohori Bibee vs. Dharmodas Ghose
 - Carlill vs. Carbolic Smoke Ball Co.
 - MacPherson vs. Appanna
- Ans. c**
149. Consent will be said to be free, when it is not caused by coercion, undue influence, fraud, misrepresentation and mistake. The term 'free consent' has been defined in which Section of the Contract Act?
- Section 14
 - Section 15
 - Section 16
 - Section 17
- Ans. a**

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