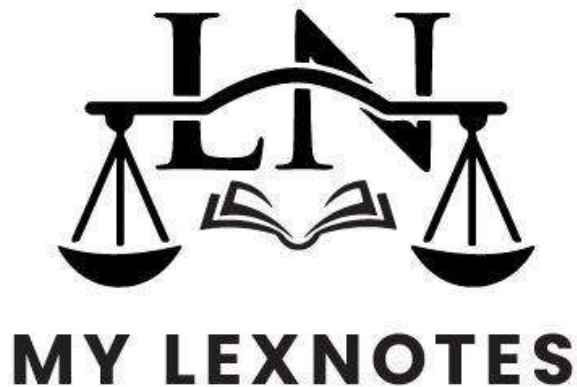


MY LEXNOTES

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— My LexNotes Team



**ALL INDIA BAR
EXAMINATION
PREVIOUS YEARS
SOLVED QUESTION
PAPERS**

ALL INDIA BAR EXAMINATION PREVIOUS YEARS SOLVED QUESTION PAPERS

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MY LEXNOTES

ALL INDIA BAR EXAMINATION 2011

Q1. An Arbitral tribunal should usually consist of:

- A) A sole arbitrator.
- B) Three arbitrators.
- C) Any even number of arbitrators.
- D) Any odd number of arbitrators.
- E) Any odd number of arbitrators, though if the parties continue with an even number of arbitrators, the parties are deemed to have waived their right to challenge a common award by such an arbitral on the ground that there was an even number of arbitrators.

☒ **Answer:** E

Explanation: An arbitral tribunal may consist of any number of arbitrators, but such number shall not be even under Section 10(1) of the Arbitration and Conciliation Act, 1996.

Q2. In an arbitration agreement, the arbitrators(s):

- A) Have to be appointed by the court.
- B) Have to be appointed by the International Chamber of Commerce.
- C) Has to be the Chief Justice of the High Court that has jurisdiction.
- D) May be decided by the parties.
- E) Has to be from a panel approved by the Law Commission of India.

☒ **Answer:** D

Explanation: Under the Arbitration and Conciliation Act, 1996, parties are free to agree on a procedure for appointing arbitrators.

Q3. An "arbitration agreement" is a condition precedent for a valid arbitration under the provisions of the Arbitration and Conciliation Act, 1996. With reference to a substantive agreement between the parties:

- A) The arbitration agreement has to be a separate agreement referencing the substantive agreement.
- B) The arbitration agreement can be a clause of the substantive agreement.
- C) The arbitration agreement has to be separately agreed upon by telex or e-mail or in writing under Section 7 of the Arbitration and Conciliation Act, 1996.
- D) The arbitration agreement has to be a separate agreement registered with a High Court.
- E) The arbitration agreement has to be a separate agreement notarised by a notary.

☒ **Answer:** B

Explanation: Section 7 allows an arbitration clause to be part of a larger contract; it need not be a separate agreement.

Q4. Under the Arbitration and Conciliation Act, 1996 the rules of procedure for domestic arbitration:

- A) Can be chosen by the parties, subject to the requirements of Section 18.
- B) Can only be set by the arbitral tribunal.
- C) Has to be prescribed by a court of competent jurisdiction.
- D) Has to be as per the procedure set forth by the New York Convention or the Geneva Convention.
- E) Has to be as per the procedure prescribed by the Law Commission.

✓ **Answer:** A

Explanation: Parties are free to agree on the procedure, provided it ensures equal treatment of parties under Section 18.

Q5. Civil Contractor A entered into an agreement with Architecture Firm B to design a building. Further, all matters in relation to the design of a mall in the same building were sub-contracted to another Architecture Firm C. The contract has a clause titled "Arbitration" under which the Chief Architect of a third Architecture Firm D had the power to remove any difficulties, including with regard to modification of any plans for the mall's design. The parties sought to get an interim order under Sec. 9 of the Arbitration and Conciliation Act, 1996. Will the parties succeed?

- A) This is not an arbitration clause, but an expert determination clause, and hence the provisions of the Arbitration and Conciliation Act, 1996 would not apply.
- B) An interim order under Section 9 would be possible depending upon the circumstances.
- C) An interim order will not be possible till the formulation of the decision by the Chief Architect of Architecture Firm D.
- D) The clause is unenforceable since only an arbitral tribunal can determine such a matter and the court will order the setting up of an arbitral tribunal first.
- E) An interim order would be possible but only if consented to by both the parties.

✓ **Answer:** A

Explanation: A clause referring disputes to an expert for decision is not an arbitration clause, hence Section 9 does not apply.

Q6. A and B enter into a valid arbitration agreement in relation to a share purchase agreement. As per the agreement, any dispute in relation to the share purchase between A and B must be referred to a sole arbitrator. The sole arbitrator passes an award in favour of A. B is aggrieved by the award as he believes that the arbitrator misinterpreted a provision of the agreement relating to the "delivery of shares". B wants to appeal on this ground.

- A) B can appeal the arbitral award before any court of competent jurisdiction.
- B) B can appeal the award before the relevant High Court.
- C) B can appeal the award before the Supreme Court.
- D) B can appeal the award before the Arbitration Appellate Tribunal.
- E) B cannot appeal the award.

✓ **Answer:** E

Explanation: No appeal lies merely for misinterpretation; an award is final unless challenged under limited grounds in Section 34.

Q7. A and B enter into a shareholders' agreement for the management of Company X. They agreed that if the Company X is wound up, they would split the profits in a manner that is in accordance with the Companies Act, 1956. They agreed to subject themselves to arbitration in case of any dispute with regard to the winding up of the Company X. What will be the result if such a dispute arises?

- A) They can proceed only after confirmation from the Company Law Board.
- B) This cannot be a subject-matter of arbitration since an arbitrator has no jurisdiction to wind up a company.
- C) This can be settled by an arbitration panel.
- D) This can be settled only by a sole arbitrator appointed by the Chief Justice of a High Court.
- E) The parties must enter into a mandatory mediation proceeding first.

✓ **Answer:** B

Explanation: Winding up jurisdiction is conferred exclusively on Company Courts; arbitrators cannot decide it.

Q8. An ex-parte decree implies that:

- A) The plaintiff was not present in court and hence the decree was passed based on the plaintiff and the defendant's arguments.
- B) A decree passed against several parties under a common order.
- C) A decree passed without the presence of the defendant (or his pleader) in court.
- D) A decree passed only against one defendant when there are several defendants in a case.
- E) Dismissal of a suit on ground of being barred by limitation.

✓ **Answer:** C

Explanation: An ex-parte decree is one passed in absence of the defendant after due service of summons.

Q9. The Limitation Act, 1963 prescribes limitation periods for various kinds of proceedings. For a proceeding which is not specifically provided for in the schedules:

- A) The period of limitation is five years from the day on which the right to sue or apply accrues.
- B) There is no limitation period.
- C) The period of limitation is ten years from the day on which the right to sue or apply accrues.
- D) The period of limitation is three years from the day on which the right to sue or apply accrues.
- E) The period of limitation is as it may be prescribed by a High Court.

☒ **Answer: D**

Explanation: Article 113 of the Limitation Act provides a residuary period of limitation of three years when no specific period is prescribed.

Q10. A court may pass interim or interlocutory orders:

- A) To let any of the parties withdraw from the suit or part of the claim.
- B) To protect the rights of the parties till the final disposal of the suit.
- C) To allow the parties to appeal in a Higher Court.
- D) To allow the court to produce any witness to be examined to enable it to pronounce judgment.
- E) To allow the filing of cross-objections in the suit.

☒ **Answer: B**

Explanation: Interim or interlocutory orders are passed to preserve the subject matter and protect the rights of parties till final disposal of the suit.

Q11. Filing a caveat before a court would mean that:

- A) The court cannot entertain a suit without notifying the defendant.
- B) The court cannot take certain actions in a suit without notifying the party filing the caveat.
- C) The court can take cognisance of a matter without notice.
- D) The court must necessarily send the parties for mediation.
- E) The court cannot entertain the suit without the approval of the High Court.

☒ **Answer: B**

Explanation: A caveat ensures that no order is passed without notice to the caveator under Section 148A of the Code of Civil Procedure, 1908.

Q12. Company A, registered in Mumbai, owns a property in Chennai. The company took a loan from a bank established in Kolkata mortgaging the Chennai property. The company defaulted in repaying the loan and the bank decided to foreclose the mortgage. Which of the following options is most correct?

- A) The courts of Chennai will have exclusive jurisdiction in the foreclosure suit.
- B) The courts of Mumbai and Chennai will have jurisdiction.
- C) The courts of Mumbai, Kolkata, and Chennai will have jurisdiction.
- D) The courts of Mumbai and Kolkata will have jurisdiction.
- E) The courts of Mumbai will have exclusive jurisdiction.

✓ **Answer:** A

Explanation: Section 16 CPC mandates that suits for foreclosure or sale of immovable property be filed where the property is situated.

Q13. A and B, two Indians, have a dispute in relation to delivery of goods and payment of money in a trade from India to England. An English court decided on the matter in favour of A based on the principles of natural justice and applicable international commercial laws, including in respect of jurisdiction. B decided to institute a fresh suit in India. Which of the following is the most correct in such a situation?

- A) B can institute a fresh suit in India, provided the English court is a court of competent jurisdiction.
- B) B cannot institute a fresh suit in India, provided the English court is a court of competent jurisdiction.
- C) B can institute a fresh suit only before a High Court that has jurisdiction.
- D) B cannot institute a fresh suit without the consent of the English court.
- E) B can only prefer an appeal before the Supreme Court of India.

✓ **Answer:** B

Explanation: A foreign judgment by a court of competent jurisdiction operates as res judicata and is enforceable in India.

Q14. A had filed a suit against B for trespass on A's property. However, A fails to prove trespass. In appeal, A takes the leave of the court to produce an eyewitness, A's guard, who is willing to appear before the appellate court. A had tried to make the guard an eyewitness before the lower court as well. However, the guard had left the country at that time, and despite several summons being issued, had failed to appear before the lower court.

- A) The court of appeal may not allow the guard to be produced as an eyewitness.
- B) The court of appeal may ask the lower court to re-appreciate the evidence and pass a fresh decree.
- C) The court of appeal may allow the guard to be produced as an eyewitness.
- D) The court of appeal may allow the guard to be produced as an eyewitness, but the guard's statement cannot be taken on record.
- E) The court of appeal will allow the guard to be produced as an eyewitness only if the

respondent consents to having the guard produced.

✓ **Answer: C**

Explanation: Section 107 of the CPC empowers appellate courts to allow additional evidence if it could not be produced earlier despite due diligence.

Q15. Parliament may create a new state from the territory of existing states under Article 3 of the Constitution, on the recommendation of the President, and if the Bill for this purpose has been referred to the legislatures of the states affected for their views, and the time period for receiving such views has expired.

A) Parliament has the authority to admit a new state into the territory of India under Article 3 of the Constitution of India.

B) Parliament may create a new state as a part of the Union of India under Article 3 of the Constitution, but only if the legislatures of the states affected pass a resolution with two-thirds majority to that effect.

C) The legislatures of the states affected may create a new state as part of the Union of India by passing a resolution with two-thirds majority to that effect.

D) Parliament may create a new state from the territory of existing states under Article 3 of the Constitution, on the recommendation of the President, and if the Bill for this purpose has been referred to the legislatures of the states affected for their views, and the time period for receiving such views has expired.

E) Parliament may create a new state from the territory of existing states under Article 4 of the Constitution.

✓ **Answer: D**

Explanation: Under Article 3, Parliament can form new states with the President's recommendation and after referring the Bill to affected states for views.

Q16. Which provision of the Constitution gives the State authority to provide for reservation of appointments or posts in the services under the State in favour of any backward class of citizens which, in the opinion of the State, is not adequately represented in the services under the State?

A) Article 13 of the Constitution.

B) Article 15(3) of the Constitution.

C) Article 15(4) of the Constitution.

D) Article 16(4) of the Constitution.

E) None of the above.

✓ **Answer: D**

Explanation: Article 16(4) empowers the State to make provision for reservation in services for backward classes not adequately represented.

Q17. Which of the following writs may the Supreme Court use to inquire into the legality of a claim that a person asserts to a public office, and to remove such a person from the public office if the claim is not well-founded?

- A) The writ of mandamus.
- B) The writ of quo warranto.
- C) The writ of habeas corpus.
- D) The writ of certiorari.
- E) The writ of prohibition.

✓ **Answer:** B

Explanation: The writ of quo warranto questions the authority under which a person occupies a public office.

Q18. Which of the following is most correct in respect of a Money Bill?

- A) A Money Bill may only be introduced in the House of the People, once it is passed by the House of the People, it is sent to the Council of States, which may send it back to the House of the People along with recommendations and proposed amendments, if any. The House of the People, however, is not bound by such recommendation and proposed amendments.
- B) A Money Bill may only be introduced in the Council of States.
- C) A Money Bill may be introduced in either House of Parliament; once passed, it is sent to the other House, which may return it with recommendations.
- D) A Money Bill may be introduced in either House of Parliament; once passed, the originating House must accept the recommendations.
- E) A Money Bill need not be sent to the other House.

✓ **Answer:** A

Explanation: Article 110 restricts Money Bills to Lok Sabha; Rajya Sabha can recommend but not amend or reject.

Q19. A five-judge bench of the Supreme Court passes judgment in a matter. In a later case before a High Court, a party presents the Supreme Court judgment as a binding authority. The opposing party claims that the High Court is not bound by the Supreme Court's judgment because relevant provisions of law were not brought to the notice of the Supreme Court in the case.

- A) Since relevant provisions of law were not brought to the notice of the Supreme Court, the decision is not binding.
- B) The Supreme Court must expressly declare that its judgment is binding for Article 141 to apply.
- C) The High Court cannot ignore the decision of the Supreme Court on this ground; it is bound under Article 141.
- D) Only decisions by a larger bench are binding.
- E) The decision must first be reviewed by a larger bench before it becomes binding.

✓ **Answer:** C

Explanation: Under Article 141, the law declared by the Supreme Court is binding on all courts within India.

Q20. Company A made sales of bricks, which were supplied from outside a state, to several purchasers within the state. The state levies a tax on these sales. Can the state levy such a tax?

- A) The state cannot levy such a tax, since the sales were inter-state sales.
- B) The state cannot levy such a tax, since the bricks were imported into the state.
- C) The state cannot levy such a tax, since only the Union can levy taxes on sales.
- D) The state can levy such a tax, since the sale occurred within the territory of the state.
- E) The state can levy such a tax, since the purchasers were located within the territory of the state.

✓ **Answer:** A

Explanation: Sales that occur in the course of inter-state trade fall under Parliament's power; states cannot tax them.

Q21. A held an office under a State Government. A was not entitled to receive any salary or compensation under the terms of office but was entitled to claim reimbursement of expenses incurred in the course of discharge of duties. Later, A stands for election to the state legislature, and is elected. A member of the opposing party challenges A's membership on the ground that A holds an office of profit under the government.

- A) The challenge will fail since it should have been raised at the time of election.
- B) The challenge will fail since A is not entitled to any salary or compensation.
- C) The challenge will succeed since reimbursement itself is an office of profit.
- D) The challenge will succeed since A was holding office under the State.
- E) None of the above.

✓ **Answer:** B

Explanation: An office of profit implies monetary gain; reimbursement of expenses is not profit.

Q22. An agreement is not voidable if consent is caused by:

- A) Mistake as to an Indian law.
- B) Misrepresentation.
- C) Coercion.
- D) Fraud.
- E) Undue influence.

✓ **Answer:** A

Explanation: A mistake of Indian law does not render consent voidable under Section 21 of the Contract Act.

Q23. An agreement in restraint of trade not accompanied by a sale of goodwill is:

- A) Voidable at the option of either party.
- B) A valid contract.
- C) Voidable at the option of the promisor.
- D) Voidable at the option of the promisee.
- E) Expressly declared void.

✓ **Answer:** E

Explanation: Section 27 of the Contract Act declares such agreements void.

Q24. When one party rescinds a voidable contract, it must:

- A) Perform all its promises contained in the rescinded contract.
- B) Return any benefit received under the rescinded contract to the other party.
- C) Give a reasonable opportunity to the other party to rectify its mistake.
- D) Pay damages to the other party for rescinding the contract.
- E) Indemnify the other party for losses caused by the rescission.

✓ **Answer:** B

Explanation: Section 64 requires restitution when a voidable contract is rescinded.

Q25. Which of the following statements is least accurate about partnership law in India?

- A) The provisions of the Indian Contract Act, 1872 are generally still applicable to partnerships.
- B) The mutual rights and duties of partners may be determined by contract between the partners.
- C) A firm is not a juristic person but an association of individuals.
- D) Liabilities of the firm cannot be enforced against a partner personally.
- E) A partner is an agent of the firm for business purposes.

✓ **Answer:** D

Explanation: Section 25 of the Indian Partnership Act makes every partner personally liable for acts of the firm.

Q26. A sends a letter to B offering to sell two hundred grams of gold at a certain price and requests B to convey his acceptance by post only. B writes a letter accepting A's offer and hands it over to his peon and asks him to mail it for him. The peon forgets to do so and posts the letter after two days. A day after the letter is posted, A calls B to ask him whether he has replied to his offer and B informs him that he has accepted the offer by post. A receives the letter a couple of days later but opens it only after a week. When was the acceptance of B complete against A?

- A) The acceptance was complete as against A when he handed the letter over to his peon.
- B) The acceptance was complete as against A only when the letter reached A.
- C) The acceptance was complete as against A only when B informed A of his acceptance over the telephone.
- D) The acceptance was complete as against A when A read the letter.
- E) The acceptance was complete as against A when the letter was posted.

✓ **Answer:** E

Explanation: Under Section 4 of the Indian Contract Act, acceptance is complete as against the proposer when the letter of acceptance is posted.

Q27. A gave some goods to B, and asked B to store them in a warehouse for a period of time and clean them regularly. A agrees to pay B a fee for the use of the warehouse and a fee for the cleaning, and B agrees not to retain the goods under any circumstances once the contract expires. Upon expiry of the contract, A demands that B hand over his goods. Can B retain A's goods until A pays him the agreed fees?

A) B can retain the goods till the agreed fees are paid as he has provided A with a service by storing and cleaning his goods.

B) B cannot retain the goods as mere storage and cleaning of A's goods does not involve any skill or labour.

C) B can retain the goods only if A refuses to pay both the agreed fees.

D) B cannot retain the goods as he expressly agreed not to do so in the contract even if he is not paid either of the fees.

E) B can retain the goods until he is paid for the cleaning of the goods as that involved labour but not after that even if he is not paid for the storage of the goods.

✓ **Answer: D**

Explanation: A lien can be excluded by express agreement; since B agreed not to retain the goods, he cannot exercise lien rights.

Q28. On December 5, 2010, Company A enters into a contract with Company B to supply Company B with thousand shirts specially designed for sale on Republic Day. No time for delivery is mentioned in the contract and it is not stated whether time is the essence of the contract. Company A delivers the shirts after the Republic Day celebrations in 2011 are over. Has the contract been validly performed?

A) The contract was validly performed as the contract did not expressly state a date for delivery.

B) The contract was not validly performed as time was clearly the essence of this commercial contract and it is reasonable to expect Company A to have delivered the shirts before Republic Day celebrations in 2011.

C) The contract was validly performed as it was not expressly stated that time was of the essence here.

D) The contract was not validly performed because Company A did not inform Company B that it would be delivering the shirts after Republic Day celebrations in 2011.

E) The contract was validly performed because this was not a commercial contract, and hence, time was not of the essence.

✓ **Answer: B**

Explanation: In commercial contracts, time is generally presumed to be of the essence, especially when tied to an event.

Q29. If a person is intoxicated against his will and commits a crime when he is incapable of knowing the nature of his actions, then he will be:

- A) Punishable because being intoxicated is also an offence.
- B) Punishable, if the crime committed is an offence that does not require mens rea.
- C) Punishable, if the crime committed is an offence punishable with imprisonment for seven years or more.
- D) Punishable, if the crime involves physical injury to another person.
- E) Not punishable, under the Indian Penal Code, 1860.

✓ **Answer:** E

Explanation: Section 85 IPC exempts involuntary intoxication from criminal liability when it destroys understanding.

Q30. Section 53 of the Indian Penal Code, 1860 provides five forms of punishment, namely: (a) death; (b) imprisonment for life; (c) imprisonment, either rigorous or simple; (d) forfeiture of property; and (e) fine. Imprisonment for life under Section 53 means:

- A) A special type of imprisonment that is neither rigorous nor simple.
- B) Simple imprisonment for life.
- C) Rigorous imprisonment for life.
- D) Judicial custody for life.
- E) Solitary confinement for life.

✓ **Answer:** B

Explanation: Imprisonment for life is equivalent to simple imprisonment for the convict's natural life unless remitted.

Q31. In which of the following cases does culpable homicide amount to murder?

- A) If the person committing the act that caused death knows that it is so imminently dangerous that it must, in all probability, cause death or such bodily injury as is likely to cause death, and commits such act without excuse for risking the death.
- B) If the act that caused death is done with intention of causing death.
- C) If the act that caused death is done with the intention of causing such bodily injury as the offender knows to be likely to cause the death of the person harmed.
- D) If the act that caused death is done with the intention of causing bodily injury sufficient in the ordinary course of nature to cause death.
- E) All of the above.

✓ **Answer:** E

Explanation: All four categories in Section 300 IPC define circumstances where culpable homicide amounts to murder.

Q32. Certain acts that lie within an exception, such as that the defendant was of unsound mind when committing the act charged as an offence, are not treated as offences. Who has the onus of proving that an act lies within an exception?

- A) The prosecution must prove that the accused is of sound mind.
- B) The defence must prove that the accused is of unsound mind.
- C) The jury must prove that the accused is of unsound mind.
- D) A special plea of insanity must be raised by a third-party expert.
- E) Only the judge may intervene and find the accused to be of unsound mind.

✓ **Answer:** B

Explanation: Section 105 of the Evidence Act places the burden of proving exceptions on the accused.

Q33. A, a man, asked B, an adult woman, if he could have sexual intercourse with her. B refused. A brandishes a gun and threatens to kill her neighbour if she does not consent. B gives consent out of fear for the lives of her neighbours and they have sexual intercourse. A is charged with rape.

- A) It is not rape because consent was obtained from B.
- B) It is not rape because the threat was to others, not to B.
- C) It is not rape but an attempt to rape.
- D) It is rape as the consent was obtained by putting B in fear of injury to others.
- E) It is rape but A will not be punished as B had given her consent.

✓ **Answer:** D

Explanation: Consent given under fear of injury is not free consent under Section 90 IPC; thus, it constitutes rape.

Q34. A, a police officer, is directed by her superior to arrest B. A arrests B's younger sister, C, in the mistaken belief that she is actually B. Has A committed any offence?

- A) A has committed an offence, since a mistake as to the identity of a person is a mistake of law.
- B) A has not committed an offence, since she was acting under the directions of a superior officer.
- C) A has committed an offence as she has disobeyed orders.
- D) A has not committed an offence, since she made a mistake of fact in good faith.
- E) A has not committed an offence, since police officers have immunity from prosecution.

✓ **Answer:** D

Explanation: Section 76 IPC protects acts done by mistake of fact and in good faith under lawful authority.

Q35. A asks B to forge a registered sale deed for him and B does so. A misrepresents the forged sale deed to be genuine and sells C's property to D.

- A) A and B have both committed forgery.
- B) A has committed using a forged document; B has committed forgery.
- C) B only is guilty.
- D) Neither, since sale deeds are public documents.
- E) A only.

☒ **Answer: B**

Explanation: B commits forgery under Section 463 IPC; A uses it as genuine under Section 471 IPC.

Q36. Taking cognisance of an offence under the Code of Criminal Procedure, 1973 means:

- A) Issue of warrants.
- B) Taking judicial notice of an offence.
- C) Declaring an event to be cognisable.
- D) Allowing arrest without warrant.
- E) Making an arrest without warrant.

☒ **Answer: B**

Explanation: Cognisance means judicial application of mind to proceed with an offence.

Q37. Which of the following courts may award a sentence of imprisonment for life?

- A) A Chief Judicial Magistrate.
- B) A Court of Sessions.
- C) A Chief Judicial Magistrate, subject to confirmation by the Court of Sessions.
- D) A Court of a Magistrate of First Class.
- E) A Court of a Metropolitan Magistrate.

☒ **Answer: B**

Explanation: Only a Court of Sessions has power to award life imprisonment under CrPC.

Q38. If an offence is classified as a non-bailable offence, it implies that:

- A) Bail may not be granted.
- B) Bail may be granted only through judicial discretion.
- C) Bail may be granted unless directed otherwise by the High Court.
- D) Bail may be granted only if a personal bond is provided to the officer-in-charge.
- E) Bail may be granted only if a personal bond is provided to a magistrate and the person agrees to house arrest.

☒ **Answer: B**

Explanation: Non-bailable offences require judicial discretion; bail is not a right.

Q39. The Code of Criminal Procedure, 1973, deals with procedural aspects of criminal law. An exception in the Code where proceedings are civil in nature is a proceeding pertaining to:

- A) Plea bargaining.
- B) Compounding of offences.
- C) Appointment of receivers.
- D) Search and seizure.
- E) Maintenance.

✓ **Answer:** E

Explanation: Section 125 CrPC deals with maintenance, which is quasi-civil in nature.

Q40. During a trial for murder, the prosecutor alleges that the murder weapon is hidden in the house of the accused but his wife is not allowing them into the house. What should the prosecution seek from the court?

- A) An order for arrest of the wife.
- B) An order for judicial custody of the wife.
- C) An order for appointment of judicial committee.
- D) A search warrant to inspect the accused's house for the murder weapon.
- E) A summons to the wife to present the murder weapon in court.

✓ **Answer:** D

Explanation: Section 93 CrPC authorizes issuance of a search warrant to recover evidence.

Q41. A has murdered her husband. She goes to the police station with the murder weapon and confesses before the police. What would be the most correct action for the police?

- A) Record A's statement and make her sign it.
- B) Record A's statement in the presence of witnesses.
- C) Produce A before a Court of Sessions to record her confession.
- D) Produce A before a Magistrate to record her confession.
- E) Produce A before the High Court to record her confession.

✓ **Answer:** D

Explanation: Under Section 164 CrPC, confession must be made voluntarily before a Magistrate.

Q42. A, a witness to a murder, files a First Information Report (FIR) but A was in a state of shock and could not record his statement completely. Which statement is correct?

- A) The FIR is invalid as A was of unsound mind.
- B) The FIR is invalid because it does not contain all details.
- C) The FIR is not the sole basis of trial; A can give full statement later.
- D) The FIR must be withdrawn and rewritten.
- E) A new FIR must be filed.

✓ **Answer:** C

Explanation: FIR need not contain all details; supplementary statements are permissible.

Q43. Which of the following statements is the most accurate description of the principle of ejusdem generis?

- A) Apply each object to its subject.
- B) Mentioned matters exclude others.
- C) A word is construed in the light of its surroundings.
- D) Read clauses distributively.
- E) General words following specific words are confined to the same class.

✓ **Answer:** E

Explanation: Ejusdem generis limits general words to the same class as the specific ones.

Q44. Which provision of the Code of Civil Procedure, 1908 states that no pleading subsequent to the written statement of a defendant shall be presented except with the leave of the court?

- A) None.
- B) Order VIII Rule 9 CPC.
- C) Order VII Rule 1 CPC.
- D) Inherent powers only.
- E) Order II Rule 2 CPC.

✓ **Answer:** B

Explanation: Order VIII Rule 9 CPC restricts subsequent pleadings without court permission.

Q45. Which of the following statements about a testatum of deed is most accurate?

- A) This can be described as some matter accepted or agreed upon as a return or equivalent for a promise made.
- B) This is the clause in the deed containing the receipt of the consideration.
- C) This is the witnessing part of a deed containing the intention of the parties.
- D) This describes the property or the quantum of interest being conveyed.
- E) This is in witness of the matters contained in the deed and is usually at the end of the deed.

✓ **Answer:** E

Explanation: Testatum is the attestation clause at the end of the deed.

Q46. In a written statement, which of the following forms of defence is a defendant not permitted to take?


- A) A legal defence such as on the maintainability of the suit.
- B) A special defence of confession and avoidance.
- C) Traversal of the facts in the plaint specifically dealing with each allegation of fact.
- D) Traversal of the facts in the plaint by giving vague, evasive, or routine denials.
- E) Set-off or counter-claim.

✓ **Answer:** D

Explanation: Vague denials are treated as admissions under Order VIII Rule 3 CPC.

Q47. B is a private limited company engaged in the manufacture and sale of shoes and is also one of your clients. A is one of the legal managers of B. A approaches you and gives you instructions to file a suit for recovery of money on behalf of B against one of its vendors. You know that another legal manager of B, named C, had been authorised in a prior case. Is it necessary that you confirm if A is also authorised to give instruction on behalf of B?

- A) No, it is not necessary since B is your client.
- B) Yes, as a matter of rule, confirm whether A is authorised.
- C) No, all legal managers are authorised.
- D) Since C was authorised before, A is also presumed authorised.
- E) Authorisation doesn't matter for instruction.

 **Answer: B**

Explanation: Lawyers must verify that the person instructing them is duly authorised to represent the company.

Q48. Assume that the immigration laws of India state that "All those persons to whom this act extends shall have the right of abode in India and shall be free to live in India and to come and go into and from India." What does "come and go into and from India" signify?

- A) It means the person shall be free to come into India but cannot go from India.
- B) It means the person shall be free to go into India and to roam within India.
- C) It means the person shall be free to come into India and to go from India.
- D) It means the person shall be free to go from India but then cannot come back to India.
- E) It means that a person who resides in India cannot either come to India or go from India.

 **Answer: C**

Explanation: "Come and go into and from" indicates full freedom of entry and exit.

Q49. Parties A and B enter into an agreement for sale of immovable property. In the recitals portion of the agreement, it is mentioned that A, being the seller, agrees to pay all the relevant taxes to the authorities, including registration charges. However, the operative part to the said agreement contains a clause whereby B, being the purchaser, agrees to pay the registration charges. Who has to pay the registration charges?

- A) A has to pay the registration charges as the recitals clearly mention that the relevant taxes include registration charges.
- B) Regardless of what the agreement states, B has to pay the registration charges, as it is the norm that the purchaser shall pay these charges.
- C) Regardless of what the agreement states, A has to pay the registration charges, as it is the norm that the seller pays the registration charges.
- D) B has to pay the registration charges as the clause in the operative part of the agreement prevails over the recitals.
- E) Neither A nor B have to pay the registration charge as the conflicting clauses in the agreement cancel each other out.

✓ **Answer: D**

Explanation: When recitals conflict with the operative part, the operative clause prevails.

Q50. Which of the following statements is most accurate about the law of evidence?

- A) The law of evidence is not a procedural law but a substantive law.
- B) The law of evidence does not usually apply similarly across civil and criminal proceedings.
- C) The law of evidence is not codified.
- D) The normal rule in the law of evidence is that the burden of proving a fact lies on the party who alleges a fact.
- E) Hearsay is admissible evidence.

✓ **Answer: D**

Explanation: Section 101 of the Evidence Act states that the burden of proof lies on the party asserting the fact.

Q51. Which of the following statements is the most accurate about a fact in issue?

- A) It includes anything capable of being perceived by the senses, and any mental condition of which any person is conscious.
- B) It includes any fact from which, either by itself or in connection with other facts, the existence, non-existence, nature, or extent of any right, liability, or disability, asserted or denied in any suit or proceeding, necessarily follows.
- C) All relevant facts form part of the fact in issue.
- D) A fact in issue must be the best evidence admitted before the court of law.
- E) A fact in issue is a fact that both parties have agreed on.

✓ **Answer: B**

Explanation: A fact in issue is one from which legal rights or liabilities necessarily follow in any suit or proceeding.

Q52. Which of the following statements about primary and secondary evidence is least inaccurate?

- A) The contents of documents can be proved either by primary or secondary evidence.
- B) There are certain prescribed circumstances where secondary evidence can be used to prove a document.
- C) Primary evidence affords the greatest certainty of facts in question.
- D) Secondary evidence concerning a document may not be provided when the original is found to be inadmissible.
- E) Section 63 provides an exhaustive definition of secondary evidence.

✓ **Answer: A**

Explanation: Both primary and secondary evidence can prove document contents, but primary evidence carries greater certainty.

Q53. Which of the following statements is the most accurate regarding confessions and admissions?

- A) Confessions are only made in criminal cases whereas no admissions may be made in civil cases.
- B) Admissions are only made in criminal cases whereas confessions may be made in both civil and criminal proceedings.
- C) All confessions are admissions, but all admissions are not confessions.
- D) Confessions are made only in civil proceedings.
- E) None of the above.

✓ **Answer:** C

Explanation: All confessions are admissions, but admissions are broader and may occur in civil as well as criminal proceedings.

Q54. A enters into an agreement with B whereby B agrees absolutely to pay A Rupees One lakh per year for maintenance service rendered by A. B pays only a part of fees for maintenance services and A sues B. A provides the original written agreement in court. In court B claims that the parties had orally agreed that the fees for maintenance services would be Rupees fifty thousand per year despite the written contract. Which of the following statements is the most accurate application of the principle below? Principle: Section 92 of the Indian Evidence Act, 1872, provides that if a contract has been proved by writing, then no evidence can be given of any oral agreement as between the parties to contradict, vary, add to, or subtract from its terms.

- A) Oral agreements are not valid evidence in any case, and therefore, B cannot provide any evidence about the oral agreement.
- B) Oral agreements are not valid in India, and therefore, B cannot provide any evidence about the oral agreement.
- C) B cannot provide evidence about the oral agreement as it varies from the terms of the written agreement provided in court.
- D) B cannot provide evidence about the oral agreement, unless he can provide two independent witnesses to the oral agreement.
- E) Oral agreements are hearsay evidence, and therefore, not admissible in court.

✓ **Answer:** C

Explanation: Section 92 excludes oral evidence that alters or contradicts written contractual terms.

Q55. A murders his wife and two children and goes to the nearest police station and surrenders and confesses to the crime. Is this statement admissible as evidence against A in court? Principle: Under Section 26 of the Indian Evidence Act, 1872, no confession made by any person while in the custody of a police officer, unless made in the immediate presence of a magistrate, shall be proved as against such person.

A) A's statement is admissible only if it was made to a police officer of the rank of Deputy Superintendent of Police or higher.

B) A's statement is admissible because this was a voluntary confession and the police employed no force.

C) A's statement is admissible only if it was made to a police officer of the rank of Superintendent of Police or higher.

D) A's statement is admissible because A was not arrested and in the custody of the police when the confession was made.

E) A's statement is admissible because A was in the custody of the police while the confession was made.

✓ **Answer:** A

Explanation: Confession made in custody is inadmissible unless made in the presence of a magistrate.

Q56. A beats his wife B and she suffers multiple fractures. Shortly before that, A's mother tells A that B is having an extramarital affair. Which of the following statement is the most accurate application of the principle below?

A) The statement of A's mother is hearsay evidence and hence, it is not a relevant fact.

B) The statement of A's mother is a fact in issue, and hence, a relevant fact.

C) The statement of A's mother will not be relevant facts because they are not part of the same transaction.

D) The statement of A's mother will be considered relevant facts because they were part of the same transaction.

E) The statement of A's mother is a fact in issue and hence it is not a relevant fact.

✓ **Answer:** A

Explanation: The mother's statement is hearsay and not admissible as a relevant fact.

Q57. The General Clauses Act, 1897, provides:

- A) Only the general clauses that are deemed to be a part of contracts unless the contract expressly provides otherwise.
- B) A ranking order for different statutes to determine which statute prevails in the event of conflicts between statutes.
- C) Only clauses that are deemed to be a part of all arbitration agreements.
- D) Only general clauses that are deemed to be part of all statutes, unless the statute in question expressly provides otherwise.
- E) Definitions for commonly used words in the legislation.

✓ **Answer:** D

Explanation: The General Clauses Act applies to all statutes unless the specific Act provides otherwise.

Q58. H.L.A. Hart defines Law as:

- A) A command of the sovereign, enforceable by sanction.
- B) Moral principles that can be discovered by human reason.
- C) A union of primary and secondary rules.
- D) Inclusive Legal Positivism.
- E) Critical theory.

✓ **Answer:** C

Explanation: According to H.L.A. Hart, law is a combination of primary rules (duties) and secondary rules (recognition, change, adjudication).

Q59. In which jurisprudential school is the qualitative difference between “ought” and “is” asserted?

- A) Inclusive Legal Positivism.
- B) Natural Law.
- C) Exclusive Legal Positivism.
- D) Interpretative theory.
- E) Critical theory.

✓ **Answer:** B

Explanation: The Natural Law school asserts a moral “ought” beyond what the law “is.”