

Daily Practice — Legal Reasoning · Analytical Reasoning · Quantitative Techniques

Darken one bubble per question. Negative marking applies. Answers and detailed explanations are provided in a separate companion sheet.
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SECTION A — LEGAL REASONING

Q1-12 · 12 Marks

PRINCIPLE A — DOCTRINE OF SEVERABILITY — ARTICLE 13 OF THE CONSTITUTION (Q1-6)

Article 13(1) declares that all laws in force in India before the Constitution shall be VOID to the extent of inconsistency with Part III. Article 13(2) prohibits the State from making any law contravening the fundamental rights, with such law void to that extent. Where only PART of a statute violates a fundamental right, the courts apply the doctrine of SEVERABILITY: the unconstitutional portion is severed and the remainder allowed to stand, provided the valid portion is capable of INDEPENDENT OPERATION and reflects the legislature's true intention without the offending part. Where the offending provision is so inextricably bound up with the rest that severance would defeat the scheme, the ENTIRE statute falls. The leading authorities are R.M.D. Chamarbaugwala v. Union of India (1957) and State of Bombay v. F.N. Balsara (1951).

1. Parliament enacts an 80-section statute regulating short-form video platforms. Section 47 is held unconstitutional under Article 19(1)(a). Counsel for the Union argues severance must be granted as of right. Which of the following BEST captures the correct legal position?

- A. Severance is impermissible — the entire statute falls
- B. Severance is granted as of right whenever any section is invalid
- C. Severance requires the remaining provisions to be capable of independent operation AND to reflect the legislature's intent without the offending section
- D. Severance requires the Government's written consent

2. In R.M.D. Chamarbaugwala v. Union of India (1957), the Supreme Court applied the doctrine of severability to the Prize Competitions Act, 1955. The principal RATIO of the case was that:

- A. Severability applies only to pre-Constitution laws under Article 13(1)
- B. Prize competitions involving a substantial degree of skill must be treated as gambling
- C. All gambling legislation is unconstitutional in India
- D. Severance turns on the legislative intent — if the legislature would not have enacted the valid portion alone, the whole Act must fall together

3. Which of the following statements about Article 13(1) versus 13(2) is INCORRECT?

- A. A post-Constitution law contravening Article 13(2) is void ab initio, with no doctrine of eclipse available
- B. Both clauses operate identically — there is no analytical distinction between them
- C. Article 13(1) operates on pre-Constitution laws; Article 13(2) on post-Constitution laws
- D. A pre-Constitution law voided by Article 13(1) is 'eclipsed' and may revive on a constitutional amendment removing the inconsistency

4. A statute's Section 12 creates a licensing regime, Section 13 penalises operating without a licence, and Section 14 confers immunity on the licensing officer. Section 12 is struck down under Article 14. Apply severability and decide:

- A. Sections 13 and 14 fall with Section 12 — they cannot operate independently of the invalidated licensing regime
- B. Sections 13 and 14 survive — they are textually distinct from Section 12
- C. Only Section 14 falls; Section 13 survives as a free-standing penal provision
- D. All three sections survive — severability is a doctrine of saving, not striking down

5. Article 13(3)(a) defines 'law' for the purposes of Article 13 broadly. Which of the following would NOT fall within that definition?

- A. A custom or usage having the force of law
- B. A by-law made by a municipal corporation under statutory authority
- C. An Ordinance promulgated by the President under Article 123
- D. A purely private contract between two individuals having no statutory basis

6. Had the Constitution NOT included a doctrine of eclipse for pre-Constitution laws, which consequence would MOST DIRECTLY have followed from removal of an inconsistency by subsequent amendment?

- A. The pre-Constitution law would remain void; a fresh enactment would be required to revive it
- B. Article 13(1) would apply retrospectively to validate the original law
- C. The Supreme Court would lose jurisdiction over pre-Constitution law challenges
- D. The pre-Constitution law would automatically revive once the inconsistency was removed

PRINCIPLE B — INDEMNITY AND GUARANTEE UNDER THE INDIAN CONTRACT ACT, 1872 (Q7-12)

Section 124 of the Indian Contract Act, 1872 defines INDEMNITY as a contract by which one party promises to save the other from loss caused by the conduct of the promisor himself or any other person. It is BIPARTITE. Section 126 defines GUARANTEE as a contract to perform the promise or discharge the liability of a third person in case of his default — a TRIPARTITE arrangement of principal debtor, creditor and surety. Section 128 provides that the surety's liability is co-extensive with that of the principal debtor unless otherwise agreed. Sections 133 to 141 set out when the surety is discharged: variance in terms without consent (s.133), release of principal debtor (s.134), composition or extension of time without surety's consent (s.135), and impairment of remedy by creditor's act or omission (s.139). These provisions protect the surety, who undertakes liability without consideration from the creditor.

7. P, a restaurant customer, asks Q to cover the bill if his card fails. Q tells the cashier he will pay if P's card is declined. Q's promise is BEST classified as:

- A. Neither indemnity nor guarantee — no consideration moved from the cashier to Q
- B. A unilateral declaration not amounting to a binding contract
- C. A contract of indemnity between Q and the cashier under Section 124
- D. A contract of guarantee under Section 126 — Q undertakes to discharge P's liability to the cashier on default

8. Which of the following statements about discharge of a surety is INCORRECT?

- A. Material variation in the principal contract without the surety's consent discharges the surety (s.133)
- B. The death of the principal debtor automatically discharges the surety from all liability under s.137
- C. Composition with, or extension of time to, the principal debtor without the surety's consent discharges the surety (s.135)
- D. Release of the principal debtor by the creditor discharges the surety (s.134)

9. A bank lends ₹50 lakh; the borrower's father stands as surety. Without informing the surety, the bank takes additional security from the borrower in exchange for a two-year extension of repayment. The legal effect on the surety's liability is:

- A. Increased proportionally to the additional security
- B. Discharged only if the additional security is later set aside
- C. The surety is DISCHARGED under s.135 — extension of time without the surety's consent discharges the surety, regardless of the bank's reasons
- D. Unaffected, because the bank received additional security

10. X enters into a contract of INDEMNITY with Y. Separately, X stands as SURETY for a debt owed by Z to Y. X assigns his rights in BOTH contracts. The CORRECT analysis is:

- A. Both are freely assignable by X
- B. Neither may be assigned without consent of every party — both are personal
- C. Indemnity is freely assignable; guarantee requires consent of all three parties
- D. Indemnity requires the indemnified's consent; guarantee requires the creditor's consent and substitution requires fresh consideration

11. Had Section 128 instead provided that the surety's liability shall NEVER exceed half the principal debtor's liability, which consequence would MOST DIRECTLY follow?

- A. Creditors could recover only up to 50% of the debt from the surety; the residual exposure would lie with the creditor
- B. The Indian Contract Act would have to be repealed entirely
- C. The doctrine of subrogation under s.140 would become inoperative
- D. Banks would refuse all surety guarantees as too thin

12. S is surety for a loan from C to D. D dies. D's estate can pay in full. C ignores the estate and sues S. The MOST accurate analysis is:

- A. S is liable, but with a right of subrogation under s.140 — S may pay C and then step into C's shoes against D's estate
- B. S is liable only after C has exhausted the estate — death entitles the surety to prior recourse
- C. S is liable in full — the surety's liability is co-extensive and immediate
- D. S is automatically discharged — the principal debtor's death extinguishes the guarantee

SECTION B — ANALYTICAL REASONING

Q13–20 · 8 Marks

PUZZLE 1 — MULTI-ATTRIBUTE MATCHING — FOUR LAW ASPIRANTS ACROSS COLLEGES, SPECIALISATIONS AND CITIES (Q13–16)

Four law students — Anil, Bhavna, Chetan and Devika — have each just secured admission at one of four National Law Universities (NLSIU Bangalore, NUJS Kolkata, NALSAR Hyderabad, NLU Delhi); each has chosen one specialisation (Constitutional Law, Corporate Law, Criminal Law, Intellectual Property); and each comes from one of four home cities (Patna, Pune, Lucknow, Bhopal). No two students share the same college, specialisation, or city. The following clues are known:

1. The student at NLSIU Bangalore has chosen Constitutional Law.
2. Bhavna has NOT chosen Corporate Law and is NOT from Bhopal.
3. The student from Patna is at NUJS Kolkata.
4. Chetan is from Pune and has chosen Criminal Law.
5. Devika is at NLU Delhi.
6. The Intellectual Property student is from Lucknow.
7. Anil is NOT at NLSIU Bangalore.

13. Which student is at NUJS Kolkata?

- A. Chetan
- B. Devika
- C. Bhavna
- D. Anil

14. Which specialisation has Devika chosen?

- A. Criminal Law
- B. Corporate Law
- C. Constitutional Law
- D. Intellectual Property

15. Which student is from Bhopal?

- A. Devika
- B. Chetan
- C. Anil
- D. Bhavna

16. Which of the following statements MUST be true on the basis of the clues alone?

- A. Bhavna is from Patna and studies Intellectual Property at NUJS Kolkata
- B. Anil studies Constitutional Law at NLSIU Bangalore
- C. The student at NALSAR Hyderabad has chosen Corporate Law
- D. Devika is from Lucknow and has chosen Intellectual Property

PUZZLE 2 – COURIER SEQUENCING – SIX DELIVERIES WITH MIXED CONSTRAINTS (Q17–20)

A courier must deliver six packages — labelled F, G, H, I, J and K — in a single continuous sequence over the course of one day, one delivery at a time, with no two deliveries simultaneous. The following constraints govern the order:

1. F is delivered earlier than H but later than G.
2. K is delivered immediately after J.
3. I is the first OR the last delivery of the day.
4. There are exactly two deliveries between G and H.
5. J is NOT delivered immediately after F.

Each package is delivered exactly once. 'Earlier' means at a smaller ordinal position in the sequence (1st = earliest, 6th = latest).

17. Which package is delivered **THIRD**?

- A. J B. I
 C. F D. H

18. If I is the last delivery, which package is delivered **FIRST**?

- A. H B. G
 C. J D. F

19. Given the constraints, can it be determined whether J is delivered before or after H?

- A. No — J's position relative to H cannot be determined from the constraints alone
 B. Yes — J is always delivered after H
 C. Yes — J is always delivered before H
 D. Only if I is the first delivery

20. Which of the following is a **COMPLETE** and consistent ordering of all six deliveries from first to last?

- A. I, G, J, K, F, H B. G, I, F, J, K, H
 C. G, F, J, K, I, H D. I, G, F, J, K, H

SECTION C – QUANTITATIVE TECHNIQUES**Q21–30 · 10 Marks****DATA SET 1 – MARKS DISTRIBUTION – 200 STUDENTS IN CLAT MOCK TEST (Q21–25)**

The frequency table below records the marks obtained by 200 candidates in a CLAT full-length mock test, grouped into class intervals of width 20 (out of a total of 120 marks). The cut-off for the top half of the distribution sits within one of these class intervals; the modal class is the interval with the highest frequency. Each candidate's score has been placed into exactly one interval. Reading the table requires careful attention to BOTH the frequency in each class AND the cumulative count, since several questions turn on the position of a student rather than the raw frequency. The intervals are inclusive of the lower bound and exclusive of the upper bound.

Marks Interval	Frequency	Cumulative
0 – 20	10	10
20 – 40	30	40
40 – 60	50	90
60 – 80	60	150
80 – 100	35	185
100 – 120	15	200

21. The **MEDIAN** of the distribution lies in which class interval?

- A. Cannot be determined from the table
 B. 80 – 100
 C. 60 – 80
 D. 40 – 60

22. What proportion of candidates scored 80 or more marks?

- A. 20% B. 27.5%
 C. 25% D. 22.5%

23. If a passing score requires at least 50 marks, and we assume candidates within each class interval are uniformly distributed, approximately how many candidates passed?

- A. 165 B. 150
 C. 110 D. 135

24. The **MODAL** class of the distribution is:

- A. 40 – 60 B. 80 – 100
 C. 60 – 80 D. 100 – 120

25. Two prizes are awarded — one to the candidate at the 75th percentile and one to the candidate at the 95th percentile.

Assuming uniform distribution within each class, both prize-winners' scores lie in:

- A. The same class interval (60 – 80)
 B. Different class intervals (75th percentile in 60 – 80; 95th percentile in 80 – 100)
 C. Different class intervals (75th percentile in 80 – 100; 95th percentile in 100 – 120)
 D. The same class interval (80 – 100)

DATA SET 2 – SALES OF FOUR PRODUCTS – BRIGHTLINE INDUSTRIES, FY22 TO FY26 (Q26–30)

The table below shows annual sales (in ₹ crore) of four products — Alpha, Beta, Gamma and Delta — manufactured by Brightline Industries across five consecutive financial years from FY22 to FY26. Total company revenue in any given year is the sum of the four product lines. The questions that follow require careful attention to the difference between absolute increases and relative growth rates: a product whose absolute sales rise the most is not necessarily the product whose growth rate is the highest, since growth rate depends on the base. Compound Annual Growth Rate (CAGR) may be approximated by the simple ratio test where exact computation is not required.

