

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 PRIVACY OF CONTRACT (Q1-6)

The doctrine of privity of contract is the common-law rule that only those who are parties to a contract can sue or be sued upon it. A stranger to the contract, however much he may benefit, cannot enforce it. The classical authority is *Tweddle v. Atkinson* (1861), where the fathers of a bride and groom agreed in writing that each would pay a sum to the bridegroom; when one father died before paying, the groom's action failed because, although he was the named beneficiary, he had furnished no consideration and was not a party. The House of Lords reaffirmed the rule in *Dunlop Pneumatic Tyre Co. v. Selfridge & Co.* (1915). Indian law largely follows this rule under the Indian Contract Act, 1872, though Section 2(d) permits consideration to move from the promisee 'or any other person' — a narrow departure from strict English law. Indian courts have nevertheless recognised exceptions: (a) a trust or charge for a third party who may enforce it; (b) marriage settlements, partition or family arrangements in favour of a named beneficiary; (c) acknowledgement or estoppel where a party expressly acknowledges liability to the third person; and (d) an agency relationship where the third party is in fact a principal. Outside these exceptions, the third-party beneficiary remains without remedy.

1. Anil and Bharat enter into a written agreement under which Anil promises Bharat that, in consideration of Bharat selling him land at a discount, Anil will pay ₹10 lakh to Bharat's son Chetan on Chetan's twenty-first birthday. Anil refuses to pay. Chetan sues Anil for the sum. Applying the doctrine of privity:

- A. Chetan succeeds because he is the named beneficiary and the consideration has fully moved from Bharat.
- B. Chetan fails because he is a stranger to the contract and falls outside the recognised exceptions to privity.
- C. Chetan succeeds because Indian law has abolished the doctrine of privity entirely.
- D. Chetan fails only if Bharat refuses to join him as a co-plaintiff.

2. Which of the following statements about the doctrine of privity of contract is INCORRECT?

- A. *Tweddle v. Atkinson* (1861) is the classical authority for the rule that a stranger to a contract cannot sue upon it.
- B. Under Indian law, Section 2(d) of the Indian Contract Act permits consideration to move from the promisee or any other person.
- C. A beneficiary under a trust created by a contract may, as an exception, enforce the trust against the trustee.
- D. Indian law strictly disallows any third-party beneficiary from enforcing any contractual benefit in any circumstance.

3. Pratap settles property in trust for the benefit of his minor daughter Rhea, with Suman as trustee. Suman refuses to pay Rhea the income from the trust property. Rhea sues Suman directly. The action will:

- A. Fail, because Rhea was not a party to the trust instrument.
- B. Succeed, because a beneficiary of a trust constitutes a recognised exception to the privity rule and can sue the trustee.
- C. Fail, because only the settlor can sue a defaulting trustee.
- D. Succeed only if Pratap formally assigns his rights to Rhea in writing.

4. Which of the following BEST captures the position of consideration under Section 2(d) of the Indian Contract Act in relation to privity?

- A. Consideration must invariably move from the promisee personally, mirroring strict English law.
- B. Consideration may move from the promisee or any other person at the desire of the promisor, but the right to sue still vests only in a party to the contract.
- C. Any third party who provides consideration acquires an automatic right to sue on the contract.
- D. Consideration is irrelevant if a third party is named as beneficiary in the contract.

5. Two brothers, Mohan and Sohan, execute a family arrangement in writing under which the family house is partitioned, with an obligation on Mohan to pay an annuity to their widowed sister Lata. Mohan defaults. Lata sues Mohan. The action will MOST likely:

- A. Fail, because Lata is a stranger to the partition deed.
- B. Succeed, because family arrangements creating a charge in favour of a relative are a recognised exception to the doctrine of privity.
- C. Fail, because annuities cannot be enforced by a non-party in any case.
- D. Succeed only if Sohan also sues Mohan jointly with Lata.

6. A manufacturer X sells tyres to wholesaler Y, who in turn sells to retailer Z, on the express stipulation imposed by X that no tyre shall be sold below a fixed minimum price. Z sells below the minimum. X sues Z directly. Which case and principle squarely govern the outcome?

- A. *Donoghue v. Stevenson* (1932) — the manufacturer owes a duty of care to the ultimate consumer.
- B. *Dunlop Pneumatic Tyre Co. v. Selfridge & Co.* (1915) — privity bars X from suing Z, with whom X has no contract.
- C. *Salomon v. Salomon* (1897) — the corporate veil bars the action.
- D. *Carlill v. Carbolic Smoke Ball* (1893) — a unilateral offer was accepted by performance.

PRINCIPLE B — DOCTRINE OF INDOOR MANAGEMENT (TURQUAND'S RULE) (Q7-12)

The doctrine of indoor management, also called the Turquand rule, is a principle of company law that protects outsiders dealing with a company in good faith from being prejudiced by irregularities in the company's internal proceedings. It is a counterweight to the doctrine of constructive notice, under which outsiders are deemed to know the contents of a company's public documents (memorandum and articles). While outsiders are presumed to know what is in those documents, they are entitled to assume that internal procedures required by those documents have been duly complied with. The leading case is *Royal British Bank v. Turquand* (1856), where directors borrowed on a bond which the articles permitted only if authorised by a general-meeting resolution. No resolution had been passed, yet the court held the company liable to the bank, since the bank could presume that internal procedure was regular. The doctrine does NOT apply where: (i) the outsider has actual knowledge of the irregularity; (ii) circumstances are suspicious and ought to have put the outsider on inquiry; (iii) the act is forbidden by the memorandum (*ultra vires*); (iv) the document is a forgery (*Ruben v. Great Fingall Consolidated*, 1906); or (v) the outsider has not read the articles. The Companies Act, 2013 preserves the doctrine.

7. Greenfield Ltd's articles authorise its directors to borrow up to ₹1 crore from any bank, provided a board resolution is passed at a duly convened meeting. The directors borrow ₹80 lakh from Sunrise Bank, executing all documents in their official capacity. No board meeting was ever convened. Sunrise Bank had inspected the articles but had no actual knowledge of the irregularity.

Applying the Turquand rule:

- A. Greenfield Ltd. can repudiate the loan because the prescribed internal procedure was not followed.
- B. Sunrise Bank can enforce the loan against Greenfield Ltd. because it was entitled to assume regular completion of internal procedure.
- C. Sunrise Bank cannot recover, since constructive notice deems it to know that no resolution was passed.
- D. Sunrise Bank can recover only from the directors personally, not from the company.

8. Which of the following is NOT an established exception to the doctrine of indoor management?

- A. Actual knowledge of the irregularity on the part of the outsider.
- B. Forgery of the document relied upon by the outsider.
- C. Suspicious circumstances which ought to have put the outsider on inquiry.
- D. The mere fact that the transaction is large in monetary value relative to the company's paid-up capital.

9. The secretary of Pearl Corporation forges the seal of the company and the signatures of two directors on share certificates and transfers them to Dev, who pays full consideration in good faith. Dev sues to compel registration as shareholder. Applying settled law:

- A. Dev succeeds, since the Turquand rule protects all bona fide outsiders.
- B. Dev fails, because a forgery is a nullity and the indoor management rule does not extend to forged documents, per *Ruben v. Great Fingall Consolidated* (1906).
- C. Dev succeeds, because forgery by a senior officer always binds the company.
- D. Dev succeeds only if the secretary is prosecuted criminally first.

10. Which of the following BEST captures the relationship between the doctrine of constructive notice and the doctrine of indoor management?

- A. They are identical doctrines stated in two different ways.
- B. Constructive notice deems outsiders to know what is in the public documents of the company; indoor management entitles them to assume that internal procedures required by those documents have been complied with.
- C. Indoor management overrides constructive notice in every transaction.
- D. Constructive notice applies only to shareholders, while indoor management applies only to creditors.

11. Mr. Khan, the managing director of Solaris Ltd., who is also a personal friend of the lender, borrows ₹50 lakh from the lender, purportedly on behalf of the company, by signing a promissory note in his own name without affixing the company seal or board resolution. The articles require both. The lender is aware that Mr. Khan has, in the past, borrowed in his personal capacity.

Applying the doctrine:

- A. Solaris Ltd. is bound because Mr. Khan is the managing director.
- B. The lender cannot rely on the indoor management rule because the circumstances were suspicious and ought to have put him on inquiry.
- C. The lender can recover from the company because the Turquand rule covers all transactions by senior officers.
- D. The company is bound only to the extent of half the loan amount.

12. Which of the following statements about *Royal British Bank v. Turquand* (1856) is INCORRECT?

- A. The case established that outsiders may presume due compliance with internal procedural requirements of a company.
- B. The case involved a borrowing by directors that required, but lacked, a general-meeting resolution.
- C. The case held that the bank could enforce the bond against the company despite the procedural lapse.
- D. The case overruled the doctrine of constructive notice entirely with respect to public documents.

SECTION B – ANALYTICAL REASONING

Q13–20 · 8 Marks

PUZZLE 1 – TIED-SCORE RANKING IN A QUIZ TOURNAMENT (Q13–16)

Six contestants — Pari, Qadir, Riya, Sahil, Tara and Uday — participated in a quiz tournament where points were awarded for correct answers. After all rounds, the total points scored were tabulated and contestants were ranked from highest (rank 1) to lowest (rank 6). The following information is available about the final standings: (1) Riya scored more points than Pari but fewer than Tara. (2) Sahil and Uday scored equal points, and their joint position is immediately above Pari. When two contestants are tied, the tournament rules treat them as occupying the same numerical rank, and the next distinct rank below is incremented by two — so if two contestants tie at rank 3, the next rank is 5, not 4. (3) Qadir scored the highest of all six contestants and there was no tie at the top. (4) Tara is ranked immediately below Qadir with no tie at rank 2. (5) Pari did not finish last. Use these conditions strictly; assume no further ties beyond those expressly stated.

13. Who finished last (i.e., at the lowest rank) in the tournament?

- A. Pari
- B. Riya
- C. Sahil
- D. Uday

