

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 UNJUST ENRICHMENT AND QUANTUM MERUIT (Q1-6)

PRINCIPLE: Section 70 of the Indian Contract Act, 1872 provides that where a person lawfully does anything for another, or delivers anything to him, not intending to do so gratuitously, and the other person enjoys the benefit, the latter must compensate the former or restore the thing. **CONDITIONS:** (1) the act must be lawful; (2) the actor must not have intended it gratuitously; (3) the other must have enjoyed the benefit with the option to accept or reject it. **QUANTUM MERUIT** allows a claimant who has partly performed a contract later discharged through no fault of his own, or a void contract, to recover reasonable compensation for work done; the remedy lies in restitution, not damages. **EXCEPTIONS:** no claim where the benefit was forced upon a person without opportunity to refuse, or where the claimant was the defaulting party in a subsisting contract. **Authorities:** State of West Bengal v B.K. Mondal (1962); Mahabir Kishore v State of MP (1989).

1. Aroma Ltd, a contractor, partly executes road-laying work for a Municipal Council under a contract that is later struck down as void because the Council lacked the statutory sanction to award it. The Council has used the partly-laid road for two years. Aroma Ltd sues. Decide:

- A. Aroma Ltd recovers the full contract price because the Council ratified the work by using the road for two years
- B. Aroma Ltd recovers reasonable compensation on quantum meruit for work done and enjoyed by the Council, subject to proof of value
- C. Aroma Ltd loses because a void contract gives rise to no rights, including restitutionary rights, against the Council
- D. Aroma Ltd may sue only the individual councillors who voted to award the contract, not the Council itself

2. Quick-Cure Pharma mistakenly delivers a consignment of antibiotics worth ₹3 lakh at the warehouse of a hospital that did not order them. The hospital, after receiving an emailed delivery note clearly addressed to a different buyer, nevertheless consumes the consignment in its emergency ward. The most accurate legal position is:

- A. The hospital must pay only the medicines' wholesale cost minus a deduction for its administrative inconvenience in the circumstances described above
- B. The hospital owes nothing because it never placed an order and the delivery was a unilateral mistake by Quick-Cure
- C. The hospital owes compensation only to the buyer originally named on the delivery note, not to Quick-Cure
- D. The hospital must compensate Quick-Cure under Section 70 because, having had the option to refuse and instead enjoying the benefit, it is bound to restore the value

3. Mr Bose, a friend visiting Mr Datta's vacant flat, voluntarily spends ₹40,000 to repair a leaking roof in Mr Datta's absence without any request and without informing him. Mr Datta returns and finds the repair done. He had, in fact, planned to demolish the flat for redevelopment within a month. Mr Bose sues for the ₹40,000. Decide:

- A. Mr Bose succeeds because his act was lawful and Mr Datta has been benefited regardless of his demolition plans
- B. Mr Bose fails because Mr Datta had no opportunity to accept or reject the benefit and the work was effectively forced upon him
- C. Mr Bose succeeds for half the amount because friendship raises a presumption of partial gratuitous intention only
- D. Mr Bose succeeds only if he proves that the leak would otherwise have damaged the neighbours' property below

4. Which of the following statements is INCORRECT in light of the stated principle?

- A. A claim under Section 70 requires that the claimant did not intend to act gratuitously when conferring the benefit
- B. A defaulting party who has himself broken a subsisting contract can ordinarily recover on quantum meruit for the part performance rendered before breach
- C. The defendant must have had the option to accept or reject the benefit conferred upon him by the claimant
- D. Quantum meruit is a remedy in restitution and is distinct from a claim for damages on breach of contract

5. Greenfield Builders has contracted with Mr Iyer to construct a boundary wall for ₹2 lakh. Greenfield completes 70% of the wall and then abandons the work to take up a more lucrative project elsewhere. Mr Iyer engages another firm to complete the work. Greenfield sues Mr Iyer for the value of the 70% executed. The most likely outcome is:

- A. Greenfield recovers 70% of ₹2 lakh as the work was substantially done and Mr Iyer has used it
- B. Greenfield recovers the entire ₹2 lakh because Mr Iyer is free to deduct only the cost of completion from the contract sum
- C. Greenfield fails to recover on quantum meruit because it was the party in default in a subsisting contract that it itself abandoned
- D. Greenfield recovers an amount fixed by the court on equitable grounds regardless of who broke the contract in the circumstances described above

6. The reasoning in State of West Bengal v B.K. Mondal & Sons (1962) is best understood as establishing that:

- A. Section 70 of the Contract Act creates a fresh contractual relationship between the parties on the model of an implied promise
- B. Section 70 applies only where the parties have entered into a valid written contract that is later partially performed before being discharged
- C. Section 70 imposes an obligation to compensate that is independent of contract, founded on the equity that one who benefits at another's expense should pay
- D. Section 70 applies only to claims between private parties and cannot be invoked against the State or its instrumentalities in any circumstance

PRINCIPLE B — SECTION 111 OF THE BHARATIYA NYAYA SANHITA, 2023 — ORGANISED CRIME (Q7-12)

NAME: _____ **ROLL NO:** _____ **BATCH:** _____

PRINCIPLE: Section 111 of the Bharatiya Nyaya Sanhita, 2023 (in force from 1 July 2024) punishes 'organised crime' as a substantive central offence. **ORGANISED CRIME** means any continuing unlawful activity — including kidnapping, robbery, extortion, contract killing, economic offences, cyber-crimes, human trafficking, or trafficking in drugs, weapons or illicit goods — committed by any person or group acting in concert, as a member of an organised crime syndicate or on its behalf, by violence, threat, intimidation, coercion or any unlawful means, for direct or indirect material or financial benefit. **CONTINUING UNLAWFUL ACTIVITY** means a cognisable offence punishable with three years' imprisonment or more, in respect of which more than one charge-sheet has been filed before a competent court within the preceding ten years and cognisance has been taken. **PUNISHMENT:** where the offence results in death, death or life imprisonment plus fine of not less than ten lakh rupees; otherwise, imprisonment of not less than five years extending to life plus fine. Abetment and harbouring members of a syndicate are independently punishable.

7. Mr Khanna is part of a five-person syndicate that has, over the last six years, been charged in four separate cases of cognisable extortion under State law (each punishable up to seven years). The cases are pending and the courts have taken cognisance in all four. He is now booked for a fresh extortion under Section 111 BNS.

Decide whether the 'continuing unlawful activity' requirement is met:

- A. Not met, because Section 111 requires conviction in the earlier cases, not mere cognisance, within the ten-year window
- B. Met, because more than one charge-sheet of cognisable offences punishable with three years or more has been filed and cognisance taken within the preceding ten years
- C. Met, only if the prosecution additionally proves that Mr Khanna personally used violence in each of the four prior cases
- D. Not met, because the earlier cases were registered under State law and not under the Bharatiya Nyaya Sanhita itself

8. Ms Pillai knowingly rents out a flat to two members of an identified organised crime syndicate, fully aware of their syndicate affiliation, although she has not herself committed any predicate offence. Which is the most accurate position under the principle?

- A. Ms Pillai commits no offence as she is merely a landlord and has not participated in any predicate offence committed by the syndicate
- B. Ms Pillai is liable only if she also accepts a share of the syndicate's criminal proceeds as part of the rent
- C. Ms Pillai is independently punishable for harbouring members of an organised crime syndicate under Section 111 of the Bharatiya Nyaya Sanhita
- D. Ms Pillai is liable only if she had executed a written lease deed identifying the tenants as syndicate members

9. A lone individual, without any syndicate, kidnaps three businesspersons over two years for ransom; only one charge-sheet has so far been filed and cognisance taken. The police now invoke Section 111 BNS. Decide:

- A. Section 111 does not apply because the 'continuing unlawful activity' element requires more than one charge-sheet within ten years, only one having been filed here
- B. Section 111 applies because kidnapping for ransom is expressly listed as an organised-crime activity in the definition itself
- C. Section 111 applies because the accused acted singly and Section 111 covers single-person organised crime without further conditions
- D. Section 111 does not apply because organised crime under the Sanhita requires the involvement of at least five identified syndicate members

10. Which of the following statements is INCORRECT based on the stated principle?

- A. Where the organised-crime offence results in death, the punishment includes death or life imprisonment plus a fine of not less than ten lakh rupees
- B. A continuing unlawful activity must consist of cognisable offences each punishable with imprisonment of three years or more
- C. Section 111 punishes only the principal offender; abetment and harbouring of syndicate members fall wholly outside its scope
- D. Organised crime under Section 111 can be committed by a person acting on behalf of a syndicate even without being a formal member of it

11. A syndicate run by Mr Verma orchestrates a contract killing of a rival builder; multiple charge-sheets and cognisance are already on record within the past ten years for cognisable economic offences. The killing is now prosecuted under Section 111 BNS. The likely sentencing position is:

- A. Death or life imprisonment, plus a fine of not less than ten lakh rupees, as the offence has resulted in death
- B. Imprisonment of not less than three years extendable to seven, this being the residual punishment for syndicate-led economic offences
- C. Only a fine of not less than ten lakh rupees with no minimum custodial sentence prescribed under the Section
- D. Imprisonment not less than five years extending to life, plus a fine, identical to the non-death situation under the Section

12. Distinguish organised crime under Section 111 from a terrorist act under Section 113 of the Bharatiya Nyaya Sanhita. Which statement BEST captures the gravamen of Section 111?

- A. Section 111 punishes only sporadic offences against individuals that are not linked to any syndicate's pattern of conduct
- B. Section 111 punishes any cognisable offence committed by more than one person regardless of any pattern, syndicate, or material benefit
- C. Section 111 punishes acts done with the intent to threaten the unity, integrity, security or sovereignty of India
- D. Section 111 targets continuing unlawful activity by syndicates undertaken for direct or indirect material or financial benefit, by violence, threat or other unlawful means

SECTION B — ANALYTICAL REASONING

Q13–20 · 8 Marks

PUZZLE 1 — MANAGEMENT TRAINEES — DEPARTMENTS AND FLOORS (Q13–16)

Six management trainees — P, Q, R, S, T and U — are assigned to three departments and to two office floors. The three departments are Marketing, Finance and Operations, with exactly two trainees in each. The two floors are the 5th and the 7th, with exactly three trainees on each floor. Conditions: (1) the two Marketing trainees are both on the 5th floor; (2) S is in Operations; (3) P is in Marketing; (4) R is in Finance and is on the 7th floor; (5) the other Finance trainee is also on the 7th floor; (6) P and T are on different floors; (7) Q and U are on different floors; (8) U is in Operations. Identify the unique assignment of every trainee to a department and a floor.

