

**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 FRUSTRATION OF CONTRACT (SECTION 56, INDIAN CONTRACT ACT 1872) (Q1-6)**

Section 56 of the Indian Contract Act, 1872 provides that a contract to do an act which, after the contract is made, becomes impossible, or by reason of some event which the promisor could not prevent becomes unlawful, becomes void when the act becomes impossible or unlawful. This is the doctrine of frustration. The leading Indian authority, *Satyabrata Ghose v. Mugneeram Bangur* (1954), held that 'impossibility' in Section 56 is not confined to physical impossibility but extends to situations where the very foundation of the contract is destroyed or the performance becomes radically different from what the parties contemplated. The classic illustration is *Taylor v. Caldwell*, where a music hall hired for concerts burned down before the date, discharging both parties. Crucially, mere commercial hardship, an unanticipated rise in cost, or a more onerous mode of performance does NOT frustrate a contract. Self-induced impossibility, traceable to the promisor's own act or default, also cannot be pleaded. Where a contract is frustrated it becomes void, and under Section 65 any party who has received an advantage under the void agreement must restore it or compensate the other.

**1. P hires Q's auditorium for a single concert on a fixed date. Three days before the concert, the auditorium is wholly destroyed by an accidental fire not caused by either party. P sues Q for damages for failing to provide the hall. Which is the correct legal position?**

- A. Q remains bound to provide an equivalent hall and is liable for the full concert revenue that P had expected.
- B. P may compel specific performance because hire contracts are immune from the doctrine of frustration.
- C. The contract is void for frustration and Q is not liable, the subject-matter having perished without fault.
- D. P must still pay the agreed hire charge since the risk of accidental loss always falls on the hirer.

**2. R contracts to ship goods to a buyer 'by the usual and customary route', which is via the Suez Canal. The canal is then closed; the only alternative, the Cape of Good Hope route, is lawful but trebles R's freight cost. R refuses to perform, pleading frustration. Is R's plea sound?**

- A. No, because mere added expense or a more onerous mode of performance does not frustrate the contract.
- B. Yes, because any closure of the contemplated route automatically discharges the shipper from all obligations.
- C. Yes, because a threefold rise in cost is, in every case, conclusive proof of supervening impossibility.
- D. No, but only because shipping contracts are by statute wholly excluded from the doctrine of frustration.

**3. Which of the following statements about the doctrine of frustration under Section 56 is INCORRECT?**

- A. On frustration the contract becomes void and Section 65 governs the restoration of any benefits already received.
- B. Frustration brings the contract to an end automatically, without any election by either party.
- C. Self-induced impossibility cannot be relied upon by the party whose own default caused it.
- D. A contract is frustrated whenever performance becomes merely inconvenient or less profitable for one party.

**4. Which option BEST describes the effect of Section 56 when a contract is frustrated?**

- A. The contract continues in force but damages are suspended until such time as performance once again becomes possible.
- B. The contract becomes void from the time performance becomes impossible, discharging future obligations.
- C. The contract is voidable only at the option of the party prejudiced by the supervening event.
- D. The contract is treated as void from its very inception, as if it had never been formed at all.

**5. A contracts to supply fish-meal to B using a trawler that requires a government licence. The government grants A fewer licences than his fleet needs, and A chooses to allot all of them to his other, more profitable contracts, leaving none for B's contract. A pleads frustration. The plea will:**

- A. fail, because the impossibility is self-induced by A's own deliberate allocation of the licences.
- B. succeed, because the shortfall in government licences is an external event beyond A's control entirely.
- C. succeed, because allocation of scarce resources is a commercial decision the law never reviews afterwards.
- D. fail, but only if B can prove that A acted with actual malice and an intention to injure B specifically.

**6. X pays Y an advance of Rs 50,000 under a contract that is later frustrated by a supervening change in law, before Y has done anything in performance. What is the correct position regarding the advance?**

- A. Y may retain the entire advance because frustration extinguishes all monetary claims between the parties.
- B. X forfeits the advance absolutely, as money paid under a contract can never be recovered once handed over.
- C. Y must restore the Rs 50,000 to X under Section 65, having received an advantage under a void contract.
- D. Y retains the advance but must pay X simple interest on it until the contract revives in the future.

**PRINCIPLE B — VICARIOUS LIABILITY IN THE LAW OF TORTS (Q7-12)**

Vicarious liability is the liability of one person for the wrongful act of another arising out of a relationship between them, most commonly the relationship of master and servant (employer and employee). The settled rule is that a master is liable for the torts committed by his servant acting in the course of employment. Three ingredients must concur: there must be a master-servant relationship, the wrongdoer must be a servant (not an independent contractor), and the wrongful act must be committed in the course of employment. The test of a servant is traditionally the 'control test', the master controls not only what is done but the manner of doing it, though courts now also use organisation and integration tests. An act is in the course of employment if it is either a wrongful act authorised by the master, or a wrongful and unauthorised mode of doing some authorised act; but where the servant goes off on 'a frolic of his own', the master is not liable. In *State of Rajasthan v. Vidhyawati* (1962) the State was held vicariously liable for the negligent driving of a government servant. An employer is generally not liable for the torts of an independent contractor, subject to recognised exceptions such as non-delegable duties and strict-liability situations.

7. A delivery company employs D as a driver. While driving the company van to deliver parcels along his assigned route, D negligently knocks down a pedestrian. The pedestrian sues the company. The company is:

- A. liable only if the company is shown to have negligently selected, supervised or inadequately trained the driver D.
- B. vicariously liable, because D committed the tort in the course of his employment while doing his authorised work.
- C. not liable, because an employer is never answerable for the negligent driving of any of its employees.
- D. not liable, because liability for a road accident always rests solely on the individual driver at the wheel.

8. E, employed to drive his employer's lorry from the depot to a worksite, instead drives several kilometres in the opposite direction to visit a friend, and there negligently injures F. Is the employer vicariously liable to F?

- A. Yes, because the employer owns the lorry and ownership alone fixes liability for any harm it causes.
- B. Yes, because a servant always remains within the course of employment whenever he is driving the vehicle.
- C. No, because an employer can never be held liable for any tort committed by a paid driver-employee at all.
- D. No, because E had embarked on a frolic of his own, outside the course of his employment at the time.

9. Which of the following is essential before a master can be held vicariously liable for a wrong?

- A. The wrongdoer must be a servant and must have acted in the course of his employment.
- B. The master must have expressly authorised the precise wrongful act that the servant committed.
- C. The master must himself have been personally negligent in supervising the servant's daily conduct.
- D. The servant must have intended to benefit the master financially by committing the wrongful act.

10. H engages an independent contractor, C, to repair the roof of H's building. C carelessly drops a tile, injuring a passer-by. As a general rule, is H liable?

- A. Yes, because anyone who engages another to do work is automatically liable for that other's negligence.
- B. Yes, because the control test makes every person who pays for work the master of the worker engaged.
- C. No, because an employer is generally not liable for the torts of an independent contractor.
- D. No, because liability for falling objects is governed exclusively by the criminal law, not by tort.

11. The traditional 'control test' for identifying a master-servant relationship asks whether the employer controls:

- A. only the total number of hours that the worker is contractually required to be present.
- B. only the final result expected, leaving every method entirely to the worker's own discretion.
- C. only the rate of wages or fees that is paid to the worker for completing the task at hand.
- D. both what work is done and the manner in which the worker is to do it.

12. In *State of Rajasthan v. Vidhyawati (1962)*, the Supreme Court held the State vicariously liable. The principle established was that:

- A. the State enjoys absolute sovereign immunity from every tort committed by any of its servants whatsoever.
- B. the State can be vicariously liable for the tortious acts of its servants done in the course of employment.
- C. the State is liable only for torts committed by its servants while exercising statutory sovereign functions.
- D. the State is liable in tort solely where a specific statute expressly creates such liability in advance.

## SECTION B — ANALYTICAL REASONING

Q13-20 · 8 Marks

### PUZZLE 1 — CIRCULAR SEATING WITH MIXED FACING (Q13-16)

Eight students, P, Q, R, S, T, U, V and W, are seated around a circular table, and all of them face the centre of the table. Directions described as 'clockwise' or 'anticlockwise' are as seen from directly above the table. The following conditions govern the seating: (1) R sits two seats clockwise from P. (2) S sits immediately clockwise of R. (3) T sits directly opposite P, that is, with exactly three persons between them on either side. (4) P sits immediately clockwise of U. (5) V sits two seats clockwise from T. (6) W sits immediately next to V. Each condition is necessary, and together they fix one and only one arrangement. Work out the complete clockwise order of all eight students before answering the questions that follow.

13. Who sits immediately clockwise of S?

- A. R
- B. W
- C. U
- D. T

14. Who sits directly opposite R?

- A. W
- B. V
- C. U
- D. S

15. Counting clockwise from R to U, how many students sit between them?

- A. Three
- B. Two
- C. Four
- D. Five

16. Which of the following pairs of students sit immediately next to each other?

- A. T and W
- B. Q and S
- C. R and U
- D. P and S

### PUZZLE 2 — FRIENDS, CITIES AND CAR COLOURS (Q17-20)

Five friends, Aman, Bina, Charu, Dev and Esha, each live in a different one of five cities, Pune, Goa, Kochi, Surat and Jaipur, and each owns a car of a different colour among red, blue, white, black and silver. The following information is known: (1) The friend who lives in Kochi owns the white car. (2) Aman lives in neither Pune nor Goa, and does not own the silver car. (3) Bina owns the red car and does not live in Surat. (4) Charu lives in Goa. (5) The owner of the silver car lives in Jaipur. (6) Dev lives in Surat. (7) Dev does not own the blue car. These clues together fix exactly one assignment. Deduce each friend's city and car colour before answering.

17. Which colour car does Aman own?

- A. White
- B. Blue
- C. Silver
- D. Black



29. What was the average revenue (Rs crore) of the five companies in FY25?

- A. 3,420                       B. 3,400  
 C. 3,200                       D. 3,500

30. Nestln's revenue formed approximately what percentage of the five companies' combined revenue?

- A. 27%                       B. 29%  
 C. 31%                       D. 33%

**SECTION D — RAPID-FIRE MIXED REASONING & GK**

**Q31-40 · 10 Marks**

Standalone questions covering blood relations, direction sense, syllogism, coding-decoding, simple arithmetic and basic GK. No passage required.

31. Pointing to a photograph, Reena says, 'He is the only son of the mother of my father.' How is the man in the photograph related to Reena?

- A. Uncle                       B. Brother  
 C. Father                       D. Grandfather

32. A man walks 4 km towards north, turns right and walks 3 km, then turns right again and walks 4 km. How far and in which direction is he from the starting point?

- A. 3 km west                       B. 5 km east  
 C. 4 km north                       D. 3 km east

33. Statements: All pens are books. All books are tables. Conclusion: All pens are tables. Is the conclusion valid?

- A. Valid  
 B. Invalid  
 C. Cannot be determined  
 D. Only partially valid

34. If in a certain code FACE is written as GBDF, how is HEAD written in that code?

- A. GFBE                       B. IFBE  
 C. IFCE                       D. IEBF

35. Find the next number in the series: 3, 6, 11, 18, 27, ?

- A. 36                       B. 37  
 C. 40                       D. 38

36. A shopkeeper marks an item 40% above cost and then gives a 25% discount. His profit percentage is:

- A. 10%                       B. 15%  
 C. 5%                       D. 12%

37. If 35% of a number is 70, what is 55% of the same number?

- A. 110                       B. 105  
 C. 120                       D. 100

38. Two numbers are in the ratio 5 : 7. If their sum is 96, the larger number is:

- A. 40                       B. 56  
 C. 48                       D. 60

39. A train 150 m long running at 54 km/h crosses a pole in how many seconds?

- A. 8                       B. 12  
 C. 10                       D. 15

40. Under the Constitution of India, which Article provides for the abolition of untouchability?

- A. Article 14                       B. Article 19  
 C. Article 21                       D. Article 17