

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 — DEFAMATION IN THE LAW OF TORTS — ESSENTIALS AND DEFENCES (Q1-6)

Defamation is the publication of a false statement concerning a person which lowers that person in the estimation of right-thinking members of society, or causes him to be shunned or avoided. English law divides the wrong into libel (defamatory matter in a permanent form such as writing, print or film) and slander (spoken words or gestures); Indian courts treat both as actionable in tort. Three essentials must be proved: the statement must be defamatory; it must refer to the plaintiff, judged objectively so that an intention to defame is unnecessary (*Hulton v. Jones*); and it must be published, that is, communicated to at least one person other than the plaintiff. A statement innocent on its face may nevertheless be defamatory by innuendo if extrinsic facts known to the recipients give it a defamatory meaning. The recognised defences are justification (truth), fair comment on a matter of public interest, and privilege, which may be absolute (covering parliamentary and judicial proceedings) or qualified.

1. Arjun writes a letter to Bhavna calling her a habitual cheat and a fraud. He seals the letter and posts it; Bhavna alone opens and reads it. Bhavna sues Arjun for defamation. Decide.

- A. Arjun is liable, because the words are plainly defamatory and were reduced to a permanent written form
- B. Arjun is liable, because posting a letter through the postal system is itself sufficient publication in law
- C. Arjun is not liable, because the statement was communicated only to Bhavna and not to any third person
- D. Arjun is not liable, because written insults addressed to a person amount at most to slander, which is not actionable

2. A newspaper publishes a satirical column about 'Adv. D. Sharma of Patna', a fictitious character shown taking bribes from clients. A real advocate named D. Sharma practising in Patna sues. The newspaper proves it had never heard of him. Decide.

- A. The newspaper is liable, because reference to the plaintiff is judged by how reasonable readers understood the words, not by the writer's intention
- B. The newspaper is not liable, because liability in defamation always requires a proved intention to harm the plaintiff's reputation
- C. The newspaper is not liable, because a satirical column about an invented character can never be understood to refer to a real person
- D. The newspaper is liable, but only if it first refuses to publish a full and unconditional apology after duly receiving the advocate's formal legal notice

3. Which of the following is NOT, by itself, a defence to an action for defamation under the principle?

- A. The statement, though damaging to the plaintiff's reputation, was substantially true
- B. The statement was a fair comment made honestly on a matter of public interest
- C. The statement was made by a judge in the course of judicial proceedings before her
- D. The statement was made honestly and without any malice towards the plaintiff

4. A trade circular states only that 'Meera's firm has appointed a receiver'. To readers familiar with commercial practice, this implies that the firm is insolvent, which is false. Meera sues the publisher. Decide.

- A. She fails, because the words are literally true on their face and literal truth always defeats a defamation claim
- B. She succeeds, because words innocent on their face may be defamatory by innuendo when extrinsic facts give them a defamatory meaning
- C. She fails, because an innuendo can be pleaded only in cases of spoken slander and never in cases of libel
- D. She succeeds, but only if she proves that the author of the circular personally and deliberately intended to convey the false insolvency implication to readers

5. During a debate in the Lok Sabha, a Member of Parliament falsely accuses a businessman of large-scale smuggling. The businessman sues the MP in tort. Decide.

- A. The suit fails, because statements made in Parliament are protected by absolute privilege regardless of their falsity or motive
- B. The suit fails, but only if the MP shows that his sources gave him reasonable grounds for making the accusation
- C. The suit succeeds, because privilege protects only those statements that are strictly and directly relevant to the particular motion being debated on the floor
- D. The suit succeeds, because absolute privilege attaches to judicial proceedings alone and not to legislative debate

6. A critic reviews a published novel and writes that it is 'a lazy, derivative book that wastes the reader's time'. The novelist sues. Assume the review accurately describes the book's actual contents. Decide.

- A. The critic is liable, because the words plainly lower the novelist in the estimation of right-thinking readers
- B. The critic is liable, because fair comment protects opinions about public officials and not opinions about private authors
- C. The critic is not liable, because an honest opinion on a published work is fair comment on a matter of public interest
- D. The critic is not liable, because literary criticism enjoys absolute privilege in the same way as parliamentary speech

PRINCIPLE B — MINOR'S AGREEMENTS — SECTION 11, INDIAN CONTRACT ACT AND MOHORI BIBEE (Q7-12)

Section 11 of the Indian Contract Act, 1872 provides that only a person who has attained majority is competent to contract. In *Mohori Bibee v. Dharmodas Ghose* (1903), the Privy Council held that an agreement entered into by a minor is void ab initio — a complete nullity incapable of creating any rights or obligations. Several consequences follow. A minor's agreement cannot be ratified by him on attaining majority, because ratification relates back to a date on which he was incompetent; a fresh agreement supported by fresh consideration is required. The rule of estoppel does not operate against a minor: he may plead minority even where he misrepresented his age, for there can be no estoppel against a statute. However, under Section 68, a person who supplies necessaries suited to the minor's condition in life is entitled to reimbursement from the minor's property — a quasi-contractual claim imposing no personal liability on the minor. A minor may nevertheless be a beneficiary: he can enforce a promissory note or a contract made in his favour.

7. Dev, aged seventeen, mortgages his house to a moneylender and receives ₹40,000. On attaining majority he refuses to repay. The moneylender sues to enforce the mortgage. Decide.

- A. The moneylender succeeds, because Dev accepted the money and cannot now approbate and reprobate the very same transaction
- B. The moneylender fails, because the mortgage executed by a minor is void ab initio and creates no enforceable obligation at all
- C. The moneylender succeeds in part, because the contract is merely voidable and stands ratified unless Dev repudiates it within a reasonable time
- D. The moneylender fails for the present, but may bring a fresh suit once Dev attains the age of twenty-one years

8. Sana, a minor, fraudulently produces a forged birth certificate stating she is nineteen and obtains a loan. When sued, she pleads minority. The lender argues she is estopped from asserting her true age. Decide.

- A. The lender succeeds, because a person who induces a contract by her own fraud cannot be allowed to rely upon that wrong
- B. The lender succeeds, because estoppel under the law of evidence applies to all representations of fact, including representations of age
- C. The lender fails, but Sana remains personally liable to repay the entire loan as damages for the tort of deceit
- D. The lender fails, because there is no estoppel against a statute and the agreement remains void despite the misrepresentation

9. While a minor, Karan executes a promissory note for ₹10,000. After attaining majority, he executes a second note 'in ratification of' the first, without receiving any new advance. The payee sues on the second note. Decide.

- A. The suit fails, because a minor's agreement cannot be ratified and the second note is unsupported by fresh consideration
- B. The suit succeeds, because the second note was executed by a major who fully understood and accepted its terms
- C. The suit succeeds, because ratification after majority cures the original contractual incompetence with full retrospective effect from the date of the first note
- D. The suit fails on the second note, but the payee may instead enforce the original note executed during minority

10. A trader supplies a minor, the son of a wealthy landowner, with food, school uniforms and textbooks on credit. The minor owns property yielding income. The trader sues for the price. Decide.

- A. The trader recovers nothing, because every claim arising out of any transaction with a minor is completely barred
- B. The trader recovers from the minor personally, because the supply of necessaries creates a binding contract with the minor himself
- C. The trader is entitled to reimbursement out of the minor's property, though the minor incurs no personal liability
- D. The trader recovers only from the minor's father, because a parent is always liable for goods supplied to his child

11. Goods are sold and delivered by a minor to a buyer, who executes a promissory note in the minor's favour for the price. The buyer later refuses payment, pleading the payee's minority. Decide.

- A. The buyer succeeds, because a negotiable instrument involving a minor on either side is wholly void in law
- B. The buyer fails, because a minor may be a promisee or beneficiary and can enforce a contract made in his favour
- C. The buyer succeeds, because the minor could not have validly transferred ownership of the goods in the first place
- D. The buyer fails, but the minor must bring the suit through the District Judge acting as his statutory guardian

12. Which of the following statements is INCORRECT under the principle?

- A. An agreement entered into by a minor is a nullity and creates no rights or obligations between the parties
- B. A claim for necessaries supplied to a minor operates only against the minor's own property and never against the minor in his personal capacity
- C. A minor who misstates his age may still plead minority, since no estoppel operates against a statute
- D. A minor's agreement, being merely voidable, binds the minor unless he repudiates it within three years of attaining majority

SECTION B — ANALYTICAL REASONING

Q13-20 · 8 Marks

PUZZLE 1 — VERTICAL STACK — SEVEN CARTONS IN A LIBRARY (Q13-16)

Seven cartons of legal textbooks — A, B, C, D, E, F and G — have been delivered to the library of a law school and stacked one above the other in a single vertical pile. The position at the very bottom of the pile is counted as position 1 and the position at the very top as position 7. Each carton occupies exactly one position and no two cartons share a position. The librarian recorded the following observations about the arrangement: 1. Carton D is at the bottom of the stack. 2. Carton A is immediately above carton F. 3. Carton G is immediately above carton A. 4. Exactly one carton lies between carton G and carton E, and E is above G. 5. Exactly three cartons lie between carton B and carton C. 6. Carton B is placed below carton C.

13. Which carton is at the top of the stack?

- A. C
- B. G
- C. A
- D. E

14. How many cartons are placed between carton F and carton C?

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

15. Which carton is immediately below carton G?

- A. F
- B. B
- C. A
- D. D

