

**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 — CONSIDERATION UNDER THE INDIAN CONTRACT ACT, 1872 (SECTIONS 2(D) AND 25) (Q1-6)**

Under Section 2(d) of the Indian Contract Act, 1872, when, at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing, something, such act, abstinence or promise is called a consideration for the promise. Consideration is, in effect, the price for which the promise of the other is bought, and as a general rule an agreement made without consideration is void (Section 25). Indian law expressly allows consideration to move from the promisee 'or any other person', so a stranger to the consideration may sustain a suit, although a stranger to the contract itself generally cannot (the doctrine of privity of contract). Consideration may be past, present or future, and it need not be adequate: the courts will not weigh whether the bargain was a prudent one, provided that some real consideration exists. Section 25 lays down the principal exceptions in which an agreement without consideration is nonetheless valid — a promise made in writing and registered on account of natural love and affection between parties standing in a near relation to each other; a promise to compensate a person who has already voluntarily done something for the promisor; and a written promise to pay a debt barred by the law of limitation. Outside these exceptions, an agreement without consideration cannot be enforced.

**1. A finds B's lost wallet in the street and returns it to B. Some days later B, in gratitude, promises in writing to pay A ₹2,000, but afterwards refuses to pay. Is B's promise enforceable?**

- A. No, because the act of returning the wallet was wholly past, and past acts are never recognised as consideration in Indian law.
- B. Yes, because a promise to compensate a person who has already voluntarily done something for the promisor is valid without fresh consideration.
- C. No, because no consideration whatever moved from A at the moment when B actually made his promise to pay the money.
- D. Yes, but only if A is additionally able to prove that he suffered some real monetary loss in the course of returning the wallet, as a rule, in ordinary practice.

**2. Which of the following statements about consideration under the Indian Contract Act is correct?**

- A. Consideration must always be adequate, and a court will refuse to enforce any bargain that is plainly one-sided.
- B. Consideration need not be adequate, provided that some real consideration is in fact present in the agreement.
- C. Consideration must move only from the promisee himself, and never from any other third person whatever.
- D. An agreement made entirely without any consideration is, in every case and without exception, fully valid.

**3. Under Indian law, consideration for a promise:**

- A. must move solely from the promisee himself, with the result that a stranger to the consideration can never bring a suit, as a general matter.
- B. need not exist at all in any agreement, because Indian law has entirely abolished the requirement of consideration.
- C. may move from the promisee or from any other person, so that even a stranger to the consideration may sue upon the promise.
- D. may move from any person at all, and this in turn allows even a stranger to the contract itself to sue upon it.

**4. An elder brother, moved purely by affection, makes a promise in writing — duly registered — to give his younger brother ₹50,000, but later refuses to pay. Is the promise enforceable?**

- A. No, because a promise amounting to a gift can never in any circumstances be enforced as a binding contract.
- B. No, because natural love and affection cannot by itself ever supply valid consideration for any promise in law.
- C. Yes, but only on condition that the younger brother first promises to do something of value in return for the money, as a rule, in ordinary practice.
- D. Yes, because a written and registered promise made out of natural love and affection between near relations is valid without consideration.

**5. A owes B a sum of money, but the debt has become barred by the law of limitation. A then signs a written promise to pay it. Is the promise enforceable?**

- A. No, because once a debt has become time-barred, no promise to pay it can ever again be enforced in law.
- B. Yes, because a written promise to pay a debt barred by limitation is valid even without any fresh consideration.
- C. Yes, but only if A makes the promise orally and in the presence of at least two attesting witnesses.
- D. No, because the original consideration supporting the debt has by then long ceased to exist in the eyes of the law.

**6. A pays a sum of money to B so that B will deliver certain goods to C. B fails to deliver, and C wishes to sue B. Which statement most accurately describes the position?**

- A. C, being a stranger to the contract, generally cannot sue B, even though the consideration moved to B from A.
- B. C may always sue B in such a case, because Indian law has by now wholly abolished the doctrine of privity of contract.
- C. C cannot sue B for the reason that consideration must in every case move only from the promisee and never another.
- D. A himself cannot sue B at all, simply because the consideration for B's promise happened to move from a third person.

**PRINCIPLE B — THEFT — SECTION 303, BHARATIYA NYAYA SANHITA, 2023 (Q7-12)**

Under Section 303 of the Bharatiya Nyaya Sanhita, 2023, whoever, intending to take dishonestly any movable property out of the possession of any person without that person's consent, moves that property in order to such taking, is said to commit theft. The essential ingredients are five: first, a dishonest intention to take the property; secondly, the property must be movable; thirdly, it must be taken out of the possession of another person; fourthly, the taking must be without that person's consent; and fifthly, there must be some moving of the property in order to accomplish the taking. The word 'dishonestly' means doing anything with the intention of causing wrongful gain to one person or wrongful loss to another, and even a temporary deprivation of property can amount to wrongful loss. Things attached to the earth, such as a standing tree, are not movable property and cannot be stolen while so attached; but the moment they are severed from the earth they become movable and capable of being the subject of theft. Significantly, even the owner of property may commit theft of it if he dishonestly takes it out of the possession of another person who is lawfully entitled to retain it — for instance, by snatching back a pledged article from the pledgee. Consent may be express or implied; property taken with the free consent of the person in possession is not stolen.

**7. A pledges his gold watch with B as security for a loan. Before repaying anything, A secretly removes the watch from B's drawer and carries it away. Has A committed theft?**

- A. No, because a person can never in law commit the offence of theft of property that he himself owns.
- B. Yes, because A dishonestly took movable property out of B's lawful possession without B's consent.
- C. No, because the watch always remained A's own property and B never had any real possession of it.
- D. Yes, but only if it is additionally shown that A intended never to repay the loan that the watch secured.

**8. Which of the following is NOT an essential ingredient of the offence of theft under the Bharatiya Nyaya Sanhita?**

- A. That the offender acts with a dishonest intention in taking the property out of another's possession.
- B. That the property is moved out of the possession of another person without that person's consent.
- C. That the property taken must be permanently retained by the taker and never returned to its owner.
- D. That the property which is taken is movable property at the time when the taking takes place.

**9. A tree growing on B's land:**

- A. can be stolen even while it is still standing, because land and all that grows upon it counts as movable property.
- B. can never be the subject of the offence of theft at all, whether it is left standing or is afterwards cut down.
- C. becomes the property of whoever happens to cut it, so that cutting and carrying it away can never amount to theft.
- D. becomes capable of being stolen only once it is severed from the earth and thereby rendered movable property.

**10. B lends his bicycle to A for the afternoon, and A returns it the same evening as agreed. Has A committed theft of the bicycle?**

- A. Yes, because A moved B's movable property out of B's possession and kept it for several hours.
- B. Yes, because making use of another person's property without paying for that use is always theft.
- C. No, because the bicycle was taken with B's consent, and a taking made with consent is not theft.
- D. No, because a bicycle is a thing attached to the earth and so can never be the subject of theft.

**11. A picks up an umbrella from a stand and walks off with it, genuinely and reasonably believing it to be his own identical umbrella, which he had left there earlier. Has A committed theft?**

- A. Yes, because A in fact moved another person's movable property out of that person's possession.
- B. Yes, because a mistaken belief about who owns the property is no defence at all to a charge of theft.
- C. No, because without a dishonest intention to cause wrongful gain or loss there can be no theft.
- D. No, because an umbrella is far too trifling an article ever to be made the subject of a theft charge.

**12. A takes B's motorcycle without B's consent, intending only to ride it for a joyride and then abandon it some distance away. Is A guilty of theft?**

- A. No, because the offence of theft can only be made out where the taker intends to keep the property permanently.
- B. No, because taking a vehicle merely for a joyride is at most a civil wrong and can never amount to theft.
- C. Yes, because a dishonest taking is theft even where the offender means to deprive the owner of the property only temporarily.
- D. Yes, but only on the footing that the motorcycle is in fact damaged or is never afterwards recovered by its owner, in the great majority of cases.

## SECTION B — ANALYTICAL REASONING

Q13-20 · 8 Marks

### PUZZLE 1 — LINEAR SEATING — EIGHT PERSONS IN A ROW (Q13-16)

Eight persons — A, B, C, D, E, F, G and H — are seated in a single straight row, all of them facing north. Their positions are counted from the left end of the row to the right end. The following information is known about the seating:

1. C and E sit at the two extreme ends of the row.
2. A sits immediately to the right of C.
3. F sits immediately to the right of A.
4. B sits immediately to the right of F.
5. H sits immediately to the right of B.
6. D sits immediately to the left of G.

Use only the information given to work out the complete left-to-right order before answering.

**13. Who sits immediately to the left of H?**

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

**14. How many persons sit between A and D?**

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



