

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 — CAPACITY TO CONTRACT — AGREEMENTS WITH A MINOR (SECTION 11, INDIAN CONTRACT ACT, 1872) (Q1-6)

Section 11 of the Indian Contract Act, 1872 makes competent to contract every person who is of the age of majority, of sound mind, and not disqualified by law; a minor is one who has not completed eighteen years. In *Mohori Bibee v. Dharmodas Ghose* (1903) the Privy Council held that a minor's agreement is void ab initio — void from the very beginning — not merely voidable at his option, so a minor cannot be compelled to repay a loan because there is no contract to enforce. Three qualifications operate alongside the rule. First, a minor may be a beneficiary: a promise made in his favour can be enforced by him. Second, under Section 68 a supplier of necessaries suited to the minor's condition in life may recover a reasonable price from the minor's property, not from him personally. Third, estoppel does not apply against a minor who misrepresents his age, and a minor's agreement cannot be ratified on attaining majority, since a void agreement cannot be made valid by later assent.

1. Arnav, aged 16, borrows Rs. 40,000 from a moneylender by executing a promissory note, falsely representing himself to be 19. On maturity he refuses to pay and pleads minority. The moneylender sues on the note. Which outcome best follows from the principle?

- A. The note is void ab initio and the moneylender cannot recover the sum from Arnav on it
- B. The note binds Arnav because he is estopped by his own fraudulent misrepresentation of age
- C. The note is voidable, so Arnav must repay unless he avoids it within a reasonable time
- D. The note binds Arnav once he attains majority, since the debt then stands ratified by law

2. Which statement most accurately describes the legal status of a minor's agreement under the principle?

- A. It is enforceable against the minor but not against the other contracting party to it
- B. It is voidable at the option of the minor and binding on the adult party until avoided
- C. It is void ab initio, creating no contract that either party may enforce against the minor
- D. It is valid but unenforceable, reviving automatically when the minor attains majority age, absent any agreement to the contrary

3. A merchant supplies a 17-year-old, who lives independently, with tailored academic robes and textbooks suited to her studies, on credit. She does not pay. The merchant sues. The strongest basis for any recovery is:

- A. The contract of sale, which a minor may make for goods bought wholly on credit terms
- B. Section 68, allowing a reasonable price for necessaries to be met from the minor's property
- C. The doctrine of estoppel, since the minor represented she was able to pay for the goods
- D. Ratification, because acceptance of the goods amounts to an implied promise to pay later, as the leading authority indicates

4. Which of the following agreements involving a minor would the law most readily ENFORCE?

- A. A loan taken by the minor, where the minor has executed a registered mortgage as security
- B. A partnership in which the minor has agreed to share both the profits and the losses fully
- C. A sale of the minor's immovable property executed by the minor without a guardian's consent
- D. A promissory note executed by an adult in favour of the minor for money the adult owes him

5. On the day before his eighteenth birthday a minor promises in writing to pay for goods already delivered to him. He repeats the promise in writing a week after turning eighteen. Which is correct?

- A. The earlier promise is void and the later promise is a fresh contract supported by past consideration
- B. Both promises are valid, because the second simply ratifies and confirms the binding first promise, on the facts as presented
- C. Both promises are void, since the goods were necessaries that may only be charged to his property
- D. The earlier promise is voidable and is cured the moment the later promise is made after majority

6. A guardian, acting for the benefit of a minor and within his authority, contracts to purchase immovable property for the minor. The seller later refuses to convey. Which statement is INCORRECT?

- A. A contract by a competent guardian for the minor's benefit may be specifically enforced for the minor
- B. The contract is void ab initio merely because one party to the underlying transaction is a minor
- C. The minor may sue to enforce the contract through the guardian, being the beneficiary of the bargain
- D. The seller cannot escape the bargain simply by pointing to the buyer's minority on these facts

PRINCIPLE B — STRICT AND ABSOLUTE LIABILITY (RYLANDS V. FLETCHER; M.C. MEHTA V. UNION OF INDIA) (Q7-12)

The rule in *Rylands v. Fletcher* (1868) imposes strict liability: a person who, for his own purposes, brings onto his land and keeps there anything likely to do mischief if it escapes must keep it at his peril, and is answerable for all damage that is the natural consequence of its escape. Liability arises without proof of negligence, but the rule has three ingredients — a 'dangerous thing,' a 'non-natural use' of land, and an 'escape' to a place outside the defendant's control. It is hedged by exceptions: the plaintiff's own default, an act of God, the act of a stranger, statutory authority, and consent or common benefit. In *M.C. Mehta v. Union of India* (1987), arising from the Delhi oleum gas leak, the Supreme Court fashioned a stricter rule of ABSOLUTE liability for enterprises engaged in hazardous activities. Such an enterprise is absolutely liable to compensate those harmed, subject to NONE of the Rylands exceptions; the compensation should correlate with the enterprise's magnitude and capacity, so as to deter. Absolute liability also needs no 'escape' outside the premises — harm to workers inside has been covered.

7. A chemical plant storing large quantities of toxic gas suffers a leak when an unidentified saboteur cuts a valve; gas injures residents nearby. The plant pleads the act of a stranger. On the principle, which is the best analysis?

- A. Under strict liability the plant escapes, because the stranger's deliberate act breaks the chain
- B. The plant is liable only if the residents additionally prove negligence in maintaining the valve
- C. No liability arises, since storing gas under licence is a lawful and statutorily authorised activity, as the leading authority indicates
- D. Under absolute liability the act-of-a-stranger defence is unavailable, so the enterprise must compensate

8. Which of the following is an ingredient of the rule in *Rylands v. Fletcher* but is NOT required for absolute liability under *M.C. Mehta*?

- A. That the defendant carried on an activity for its own commercial purposes and private gain
- B. That some person actually suffered harm as a consequence of the defendant's hazardous activity
- C. That the dangerous thing escaped from the defendant's land to a place outside its own control
- D. That the harmful substance brought onto the premises was capable of causing mischief or injury

9. A homeowner installs an ordinary domestic water tank that overflows during routine use and seeps into a neighbour's wall. The neighbour invokes *Rylands v. Fletcher*. The claim most likely fails because:

- A. the harm was not foreseeable to the homeowner at the time the tank was first installed and used
- B. supplying water to a dwelling is a natural and ordinary use of land, not a non-natural use of it
- C. the neighbour consented to the risk by living adjacent to a building fitted with a water tank
- D. no escape occurred, since the water remained within the boundary of the homeowner's own property, on the facts as presented

10. Which statement about the MEASURE of compensation under absolute liability is most consistent with *M.C. Mehta v. Union of India*?

- A. Compensation is capped at the actual repair or medical cost proved by each individual claimant
- B. Compensation must be reduced in proportion to any contributory carelessness of those harmed
- C. Compensation is payable only after the claimants establish the enterprise acted without due care
- D. Compensation may be correlated to the magnitude and capacity of the enterprise, to deter harm

11. A fireworks factory's stored explosives detonate, injuring a worker inside the factory and a passer-by on the road. Under the principle, against whom is the enterprise liable?

- A. Both the worker and the passer-by, as absolute liability requires no escape beyond the premises
- B. The passer-by alone, since only she suffered an escape of the danger beyond the premises
- C. The worker alone, because employees assume the risks inherent in their hazardous workplace, as the leading authority indicates
- D. Neither, provided the factory shows it took every reasonable precaution against detonation

12. Which of the following is NOT a recognised exception to liability under the rule in *Rylands v. Fletcher*?

- A. An act of God, such as an extraordinary natural event that no human foresight could provide against
- B. The plaintiff's own default in bringing about or contributing to the escape that caused the harm
- C. The fact that the enterprise generated substantial profits from the dangerous activity in question
- D. Statutory authority, where an Act of the legislature compels or authorises the very activity in issue

SECTION B — ANALYTICAL REASONING

Q13-20 · 8 Marks

PUZZLE 1 — BLOOD RELATIONS — A THREE-GENERATION FAMILY GATHERING (Q13-16)

Eight members of a family — F, G, H, J, K, L, M and N — gather for a photograph. The family has exactly three generations. Read the following facts carefully:

- (1) There are exactly three married couples in the family.
 - (2) F is the grandfather of K and has exactly two children.
 - (3) G is F's wife.
 - (4) H is the son of F and is married to J.
 - (5) L is the daughter of F and is married to M.
 - (6) K is the only son of H and J; K has exactly one sibling, N.
 - (7) L and M have no children present in the gathering.
 - (8) No member is related to another except as the above facts entail.
- Determine the precise relationships among the members before answering.

13. How is N related to F?

- A. Grandson
- B. Granddaughter
- C. Grandchild (gender not determinable)
- D. Daughter-in-law (per the clues given)

14. Which of the following is one of the three married couples?

- A. H and J
- B. F and L
- C. G and H
- D. K and N

15. How is M related to K?

- A. Father
- B. Maternal uncle (as deduced here) (from the arrangement)
- C. Brother
- D. Paternal uncle (uncle by marriage to K's aunt)

16. If a ninth member, P, joins as the daughter of L and M, how would P be related to H?

- A. Daughter
- B. Niece
- C. Sister
- D. Cousin

PUZZLE 2 — SEATING — TWO PARALLEL ROWS FACING EACH OTHER (Q17-20)

