

## Odisha Judiciary - Prelims 2012

100 questions. Answer key with solutions follows the paper. Source: lawmock.com - free previous-year papers & mock tests.

**Q1. R. C. Cooper vs Union of India is commonly known as:**

- (a) Privy Purse Case
- (b) Fundamental Right Case
- (c) Bank Nationalisation Case
- (d) Mandal Commission Case

**Q2. Number of fundamental rights guaranteed only to citizens are:**

- (a) 5
- (b) 6
- (c) 9
- (d) 10

**Q3. Following Schedule relates to the Municipality:**

- (a) VII
- (b) IX
- (c) XI
- (d) XII

**Q4. Presidential satisfaction for imposing President Rule is:**

- (a) Subject to judicial review on the ground of malafide
- (b) Subject to judicial review
- (c) Not subject to judicial review
- (d) Subject to judicial review after the rule ends

**Q5. The current Lokpal Bill was introduced under:**

- (a) Article 248
- (b) Article 252
- (c) Article 253
- (d) Article 246

**Q6. The Legislature of a State may impose restrictions on trade, commerce and intercourse under:**

- (a) Article 302
- (b) Article 303
- (c) Article 304
- (d) Article 305

**Q7. Article 245 has been interpreted on the basis of:**

- (a) Doctrine of Territorial Nexus
- (b) Doctrine of Colourable Legislation
- (c) Doctrine of Eclipse
- (d) Doctrine of Pith and Substance

**Q8. By the 42nd Amendment Act the Preamble of the Constitution has been amended at:**

- (a) One Place
- (b) Two Places
- (c) Three Places
- (d) None of the above

**Q9. The following state has two Houses:**

- (a) Orissa
- (b) Karnataka
- (c) Chhattisgarh
- (d) Arunachal Pradesh

**Q10. The provisions dealing with the Supreme Court can be amended :**

- (a) By absolute majority
- (b) By absolute majority and ratification
- (c) By special majority and ratification
- (d) By special majority

**Q11. A suit is bar for non-joinder of a necessary party, as provided :**

- (a) Under Order 1, Rule 10 of CPC
- (b) Under Order 1, Rule 9 of CPC
- (c) Under Order 1, Rule 10A of CPC
- (d) Under Order 1, Rule 11 of CPC

**Q12. Legal representative under Section 2(H) of CPC means a person who is a :**

- (a) Relative of parties to the suit
- (b) Co-sharer of the benefits assuming to the parties
- (c) Close neighbour
- (d) Who in law represents the estate of the deceased person

**Q13. Court can direct the parties to opt for any one mode of alternative dispute resolution under:**

- (a) Order X, Rule 1A of CPC
- (b) Order X, Rule 1B of CPC
- (c) Order XI, Rule 1 of CPC
- (d) Order XII, Rule 2 of CPC

**Q14. Discovery by interrogatories and inspection has been provided:**

- (a) Under order X of CPC
- (b) Under order XI of CPC
- (c) Under order XV of CPC
- (d) Under order XVI of CPC

**Q15. Clerical or arithmetical mistakes in judgements, decrees or orders etc. can be corrected:**

- (a) Under Section 152 of CPC
- (b) Under Section 153 of CPC
- (c) Under Section 151 of CPC
- (d) Under Section 153A of CPC

**Q16. Compensatory costs in respect of false or vexatious claims or defences are imposed :**

- (a) Under Section 34 of CPC
- (b) Under Section 35 of CPC
- (c) Under Section 35A of CPC
- (d) Under Section 35B of CPC

**Q17. Abetment of proceedings is governed :**

- (a) By order XXI of CPC
- (b) By order XXII of CPC
- (c) By order XXIV of CPC
- (d) By order XX of CPC

**Q18. A temporary injunction can be granted to a party establishing:**

- (a) That there is prima facie case in his favour
- (b) Irreparable injury to him in case injunction is not granted
- (c) Balance of convenience in his favour
- (d) All of the above

**Q19. Right to appeal from original decree has been provided under:**

- (a) Section 94 of CPC
- (b) Section 95 of CPC
- (c) Section 96 of CPC
- (d) Section 100 of CPC

**Q20. Adjudgment can be granted :**

- (a) Under Order XIV Rule 1 CPC
- (b) Under Order XV Rule 2 CPC
- (c) Under Order XVI Rule 3 CPC
- (d) Under Order XVII Rule 1 CPC

**Q21. Non-Cognizable offence means:**

- (a) A police officer has authority to arrest without warrant
- (b) A police officer cannot arrest without warrant
- (c) It depends upon the discretion of the police officer
- (d) On request of complainant, arrest can be made

**Q22. Under which Section of Cr. P. CM the Assistant Public Prosecutor is appointed?**

- (a) Section 20
- (b) Section 24
- (c) Section 13
- (d) Section 25

**Q23. Which of the following can make the arrest ?**

- (a) A Police Officer
- (b) A Magistrate .
- (c) A Private Person
- (d) All of the above

**Q24. Under Section 50, Cr. P. C. it is not mandatory to inform the arrested person that he is entitled to be released on bail:**

- (a) With warrant
- (b) Without warrant
- (c) With warrant for bailable offence
- (d) Without warrant for non-bailable offence

**Q25. A summons issued by a Court must be in:**

- (a) Duplicate
- (b) Triplicate
- (c) Writing and Duplicate
- (d) Writing and Triplicate

**Q26. An Executive Magistrate is empowered to grant remand under Section 167, Cr. P. C. for a maximum period of:**

- (a) 15 days
- (b) 7 days
- (c) 60 days
- (d) 90 days

**Q27. Which Section provides for joint trial for several persons ?**

- (a) Section 220
- (b) Section 221
- (c) Section 222
- (d) Section 223

**Q28. Power of the Court to convert Summons- cases into Warrant-cases is provided under:**

- (a) Section 258
- (b) Section 259
- (c) Section 260
- (d) Section 261

**Q29. Which Section empowers the Court to examine the accused ?**

- (a) Section 312
- (b) Section 313
- (c) Section 314
- (d) Section 315

**Q30. Under Section 357, an order of compensation can be passed by the:**

- (a) Trial Court
- (b) Appellate Court / High Court or Sessions Court
- (c) Both (a) and (b)
- (d) Only (b)

**Q31. The object of Indian Evidence Act, 1872 as set out in the Preamble is:**

- (a) To repeal certain parts and to consolidate, define and amend the Law of Evidence
- (b) To consolidate, define and amend the Law of Evidence
- (c) To define and amend the Law of Evidence
- (d) To repeal certain parts and to define and amend the Law of Evidence

**Q32. Law of Evidence is :**

- (a) A Substantive Law
- (b) An Adjective Law
- (c) Both (a) and (b)
- (d) Neither (a) nor (b)

**Q33. Under the Indian Evidence Act, 1872, the relevant fact:**

- (a) Must be legally relevant
- (b) Must be logically relevant
- (c) Must be logically and legally relevant
- (d) Must be logically and legally relevant and admissible

**Q34. Confession of one accused is admissible against co-accused:**

- (a) If they are tried jointly for different offences
- (b) If they are tried for the same offence but not jointly
- (c) If they are tried for different offences and not jointly
- (d) If they are tried jointly for the same offence

**Q35. A dying declaration is relevant in India:**

- (a) Only In criminal proceedings
- (b) Only in Summary proceeding
- (c) Only In civil proceedings
- (d) In civil as well as criminal proceedings

**Q36. The opinion of an expert can be on the question of;**

- (a) Foreign Law
- (b) Indian Law
- (c) Both (a) and (b)
- (d) Only (b) and not (a)

**Q37. Secondary evidence is admissible:**

- (a) Where the non-production of primary evidence has not been accounted for
- (b) Irrespective of whether the nonproduction of primary evidence has been accounted for or not
- (c) Where the non-production of primary evidence has been accounted for
- (d) Both (a) and (b) are correct

**Q38. A is charged with travelling on a railway without a ticket:**

- (a) The burden of proving that he did not have the ticket is on the prosecution
- (b) The burden of proving that he did not have the ticket is on the party who asserts it
- (c) The burden of proof is on railway authorities
- (d) The burden of proving that he had a ticket is on him

**Q39. When a document creating an obligation is in the hands of the obligor, the obligation has been discharged:**

- (a) It is a presumption of Law
- (b) It is a presumption of Fact
- (c) It is an irrebuttable presumption of Law
- (d) It is a mixed presumption of Law and Fact

**Q40. The husband and wife are competent witnesses for or against each other:**

- (a) In civil proceedings
- (b) in criminal proceedings
- (c) Both in civil and criminal proceedings
- (d) These are privileged communications, cannot be disclosed

**Q41. Fraudulently has been defined as doing anything with intent to defraud:**

- (a) Section 23
- (b) Section 25
- (c) Section 24
- (d) Section 26

**Q42. Section 34 of IPC:**

- (a) Creates a substantive offence
- (b) Isa rule of evidence
- (c) Both (a) and (b)
- (d) Neither (a) nor (b)

**Q43. The maxim "ignorantia juris non excusat" means:**

- (a) Ignorance of Law is no excuse
- (b) Ignorance of Fact is no excuse
- (c) Ignorance of Law is an excuse
- (d) Ignorance of Fact is an excuse

**Q44. Section 84 of I PC provides for:**

- (a) Medical insanity
- (b) Legal insanity
- (c) Moral insanity
- (d) All of the above

**Q45. The right to private defence is based on the natural instinct of:**

- (a) Self Preservation
- (b) Self Respect
- (c) Self Sufficiency
- (d) Self Reliance

**Q46. Chapter XX of I PC deals with :**

- (a) Offences related marriage
- (b) Defamation
- (c) Offences against property
- (d) None of the above

**Q47. The essential ingredients of a crime are:**

- (a) Motive, mens rea and actus reus
- (b) Motive, intention and knowledge
- (c) Actus reus and mens rea
- (d) Knowledge, intention and action

**Q48. In which case Supreme Court held that the defence of drunken can be availed of only when intoxication produces such a condition as the accused loses the requisite intention for the offence:**

- (a) Appa Salved vrs State of Maharashtra, AIR 2007 SC 763
- (b) Mubarak Hussain vrs State of Rajasthan, AIR 2007 SC 697
- (c) Neetu vrs State of Punjab, AIR 2007 SC 758
- (d) Kama la Devi vrs K. Kanwar, AIR 2007 SC 663

**Q49. Sex with a girl through fraudulent consent, amounts to:**

- (a) Simple physical assault
- (b) Molestation
- (c) Attempt to rape
- (d) Rape

**Q50. Every murder is culpable homicide but not vice-versa. The statement:**

- (a) Is true
- (b) Is false
- (c) Depends upon the circumstances
- (d) Depends upon the degree of probability

**Q51. The Limitation Act and the Code of Civil Procedure are to be read together because both are statutes relating to procedure and they are in :**

- (a) Pari Materia
- (b) Modus Operandi
- (c) Colourable Legislations
- (d) Doctrine of Acquiescence

**Q52. For the balance due on a mutual, open and current account, where there have been reciprocal demands between the parties the period of limitation is :**

- (a) 3 years
- (b) 12 years
- (c) 4 years
- (d) 30 years

**Q53. For possession of immovable property when the plaintiff has become entitled to possession by reason of any forfeiture or breach of condition the period of limitation is\_\_\_\_\_ when the forfeiture is incurred or the condition is broken.**

- (a) 3 years
- (b) 12 years
- (c) 9 years
- (d) 1 year

**Q54. Where the period of limitation for filing a suit expired on 28th May, 1981 ; but no judge or officer could enter into the court premises due to picketing of the Civil Court from 19th to 29th May, the presentation of the plaint on 30th May, was held to be:**

- (a) Delayed
- (b) In time since Section 4 is an exception to general rule laid down in Section 3 of the Act
- (c) Inordinate delay
- (d) None of the above

**Q55. Where the prescribed period for any suit, appeal or application expires on a day when the court is closed, the suit, appeal or application may be instituted, preferred or made on the day:**

- (a) When the court reopens within 30 days
- (b) According to the advocate wishes
- (c) Before closing of the court
- (d) When the court reopens

**Q56. Appeal from an order of acquittal under Section 417(1) or (2) of the Code of Criminal Procedure is\_\_\_\_\_ from the date of the order appealed.**

- (a) 30 days
- (b) 90 days
- (c) 60 days
- (d) 12 months

**Q57. The acquisition of easementary right is acquired by prescription after \_\_\_\_\_ uninterrupted with the person.**

- (a) 30 years
- (b) 20 years
- (c) 15 years
- (d) 5 years

**Q58. To set aside a sale in execution of a decree including any such application by judgement debtor \_\_\_\_\_ from the date of sale.**

- (a) 60 days
- (b) 30 days
- (c) 90 days
- (d) 3 years

**Q59. The Law of Limitations bars action in the Court but not:**

- (a) Plea of change of law
- (b) Plea of defence
- (c) Plea of Ignorance
- (d) Plea of estoppels

**Q60. Any suit for which no period of limitation is provided elsewhere in this schedule the period of limitation is \_\_\_\_\_ when the right to sue accrues.**

- (a) 9 years
- (b) 6 years
- (c) 1 year
- (d) 3 years

**Q61. Attached to the earth means:**

- (a) Things rooted in the earth
- (b) Things imbedded in the earth
- (c) Things attached to what is so imbedded in the earth
- (d) All of the above

**Q62. A transfers Rs. 5,000 to B on condition that B resides with A, otherwise to C. The transfer in favour of C is:**

- (a) Collateral Transfer
- (b) Condition Precedent
- (c) Ulterior Transfer
- (d) None of the above

**Q63. Restrictive covenants are:**

- (a) Such contracts which restrict the use or enjoyment
- (b) Conditions imposed by transferor restricting use or enjoyment
- (c) Both of the above
- (d) None of the above

**Q64. Feeding the estoppel by grant is a doctrine of:**

- (a) Section 42
- (b) Section 43
- (c) Section 44
- (d) Section 45

**Q65. Mahomed Musa vrs Aghore Kumar Ganguli (421. A1) is the leading case of:**

- (a) Us Pendens
- (b) Fraudulent Transfer
- (c) Doctrine of Election
- (d) Past Performance

**Q66. English mortgage means:**

- (a) Mortgagor should bind himself to repay mortgage money
- (b) Property mortgage should be absolutely transferred to mortgagee
- (c) On the payment of mortgage money mortgagee will recover the property
- (d) All of the above

**Q67. Where two persons mutually transfer the ownership of one thing for the ownership of another, the transaction is:**

- (a) Sale
- (b) Actionable claim
- (c) Exchange
- (d) Charge

**Q68. A lease can be determined :**

- (a) By merger
- (b) By forfeiture
- (c) By surrender
- (d) By all of the above

**Q69. Redeem up, foreclose down is the rights of a:**

- (a) Assignee
- (b) Mortgagee
- (c) Mesne mortgagee
- (d) Donee

**Q70. No mortgagee paying off a prior 3 mortgage shall thereby acquire any priority in respect of his original security. It is:**

- (a) Rules of Marshalling
- (b) Rules against tacking
- (c) Rules of subrogation
- (d) None of the above

**Q71. Law of Contracts is :**

- (a) The whole law of agreements
- (b) The whole law of obligations
- (c) The law of agreements creating obligations
- (d) The law of obligations arising out of contracts

**Q72. Announcement of Auction Sale without reserve is an :**

- (a) Invitation to offer
- (b) Offer
- (c) Incomplete offer
- (d) Inchoate offer

**Q73. Consideration may be:**

- (a) Present or past or future
- (b) Present or future
- (c) Present or past
- (d) Past or future

**Q74. Obligations resembling those created by contract are known as:**

- (a) Contingent contracts
- (b) Wagering contracts
- (c) Quasi-contracts
- (d) Irregular contracts

**Q75. The right of subrogation in a contract of guarantee is available to the:**

- (a) Creditor
- (b) Principal Debtor
- (c) Surety
- (d) Indemnifier

**Q76. General lien is available to :**

- (a) Bailee
- (b) Bailor
- (c) Pawnee
- (d) Banker

**Q77. 'S' said to a shop keeper..... "Let 'P' have the goods, I will see you paid." This is a:**

- (a) Contract of Guarantee
- (b) Contract of Indemnity
- (c) Contract of Wager?
- (d) Contingent Contract

**Q78. When consent is caused by fraud or misrepresentation, the contract is:**

- (a) Voidable at the option of the aggrieved party
- (b) Void
- (c) Unenforceable
- (d) Irregular

**Q79. The foundation of law of damages for breach of contract is laid down in :**

- (a) Tinn vrs Hoffman
- (b) Taylor vrs Cladwell
- (c) Addis vrs Gramophone Co.
- (d) Hadley vrs Baxandale

**Q80. Acceptance of lesser sum in full satisfaction of the debt:**

- (a) Discharges the debt
- (b) Discharges only the paid part of the debt
- (c) Discharges the paid part and interest thereon
- (d) Gives a right to sue for the balance amount

**Q81. Under the Hindu Succession Act, the property of a male Hindu dying intestate shall devolve according to the provisions of:**

- (a) Section 8
- (b) Section 9
- (c) Section 6
- (d) Section 14

**Q82. A dies after the commencement of the Hindu Succession Act, leaving behind three sons, B, C and D. The interest in the property passes to by:**

- (a) Sapind relationship
- (b) Testamentary succession
- (c) Survivorship
- (d) Limited estate

**Q83. Any property possessed by a female Hindu whether acquired before or after the commencement of the Act shall be held by her as:**

- (a) Limited owner
- (b) Ancestral property
- (c) Stridhana property
- (d) Full owner

**Q84. One who is related by blood to the deceased through female is known as:**

- (a) Agnate
- (b) Cognate
- (c) Sapindas
- (d) Dependant

**Q85. A Hindu dies leaving behind father and son's daughter's son. They are:**

- (a) Class I heirs
- (b) Class II heirs
- (c) Preferential heirs
- (d) None of the above

**Q86. The Indian Succession Act applies only to the cases of:**

- (a) Self acquired property
- (b) Ancestral property
- (c) Survivorship
- (d) Intestate and testamentary succession

**Q87. To manage the estate of the deceased an Administrator is appointed by:**

- (a) Testator
- (b) Government
- (c) Court
- (d) Family of the deceased

**Q88. A Holograph Will is a will written by the:**

- (a) Coparcener
- (b) Advocate
- (c) Successor
- (d) Testator

**Q89. A legacy is bequeathed to A and in case of his death to B. If A survives the testator, the legacy to B :**

- (a) Does not take effect
- (b) Becomes vested
- (c) Takes effect
- (d) Representatives of B takes

**Q90. A copy of the will certified under the seal of the Court, with a grant administration to the estate of the testator is known as :**

- (a) Letter of administration
- (b) Probate
- (c) Executor
- (d) Privileged will

**Q91. The following Section of the Specific Relief Act deals with contracts with specific performance with variation:**

- (a) Section 21
- (b) Section 32
- (c) Section 18
- (d) Section 19

**Q92. The principle in which Section 12 of the Specific Relief Act is based on:**

- (a) "Equity looks to the substance rather than to the mere letter of a contract"
- (b) "Equity looks to the substance of the contract and requires substantial compliance with its conditions rather than its literal fulfilment"
- (c) Both (a) and (b)
- (d) None of the above

**Q93. The principle 'Doctrine of Specific Performance' is based on :**

- (a) Specific performance will not be granted where damages are an adequate remedy
- (b) The granting of specific performance is within the discretion of the court
- (c) Specific performance would be refused where the contract was wanting mutuality at the time when it was entered into
- (d) All of the above

**Q94. One of the following statements is not applicable according to Section 8 of the Specific Relief Act:**

- (a) No suit can be brought against the owner
- (b) A person having a special right to present possession may bring the suit even against the owner of the property
- (c) A decree is for the return of movable property
- (d) A decree is for the money value against a movable property

**Q95. According to Section 15 one of the following persons cannot enforce the Specific Performance of a contract:**

- (a) The representative-in-interest or the principal
- (b) A reversioner in possession
- (c) A reversioner in remainder
- (d) A remainder man for tenant not for life

**Q96. Contracts which cannot be enforced under Section 14 of the Specific Relief Act:**

- (a) Where compensation is adequate remedy
- (b) Contracts involving personal skill
- (c) Contracts of Determinable Nature
- (d) All of the above

**Q97. One of the following is a contract which has been held not 'indivisible':**

- (a) A contract for the sale of property in one lot
- (b) A contract for the sale of plot of land cannot be regarded as separate contract for selling different portion of the plot
- (c) Where property is sold in distinct lots, with separate contract for each lot
- (d) Where a person enter into a mutual contract for sale or purchase

**Q98. In a suit for Specific Performance the defendant may set up the following grounds:**

- (a) Uncertainty and Excess of power
- (b) Hardship and Unfair Advantage
- (c) Both (a) and (b)
- (d) None of the above

**Q99. Rectification of an instrument under the Specific Relief Act is allowed when Fraud or Mutual Mistake of the parties to a contract is allowed under:**

- (a) Section 26 (1)
- (b) Section 27
- (c) Section 22
- (d) None of the above

**Q100. Refuse to rescind a contract by a court is laid down in one of the following Sections of the Specific Relief Act:**

- (a) Section 26 (2)
- (b) Section 27 (2)
- (c) Section 28
- (d) Section 29

## Answer Key & Solutions

**Q1. Answer: C**

R.C. Cooper v. Union of India (1970) is the famous Bank Nationalisation Case, which struck down the Banking Companies (Acquisition) Act and propounded the effect-test for fundamental rights.

**Q2. Answer: B**

Six fundamental rights are guaranteed only to citizens (and not aliens): Articles 15, 16, 19, 29 and 30 - counted as 6 rights conferred exclusively on citizens.

**Q3. Answer: D**

The Twelfth Schedule (added by the 74th Amendment) lists the powers and functions of Municipalities under Article 243W.

**Q4. Answer: B**

Per S.R. Bommai v. Union of India (1994), a Presidential proclamation under Article 356 is subject to judicial review; satisfaction can be examined and the proclamation struck down if mala fide or on irrelevant grounds.

**Q5. Answer: A**

The Lokpal Bill was introduced relying on Parliament's residuary power under Article 248 (read with Entry 97, List I), to legislate on a matter not enumerated in the State or Concurrent Lists.

**Q6. Answer: C**

Article 304 permits a State Legislature to impose reasonable restrictions on freedom of trade, commerce and intercourse with or within that State (subject to Presidential assent for restrictions on imports under 304(b)).

**Q7. Answer: A**

Article 245 (extent of laws made by Parliament/Legislatures, including extra-territorial operation) is interpreted using the Doctrine of Territorial Nexus.

**Q8. Answer: C**

The 42nd Amendment (1976) amended the Preamble at three places, inserting the words 'Socialist', 'Secular' and 'and integrity'.

**Q9. Answer: B**

Among the options, Karnataka has a bicameral legislature (Legislative Assembly and Legislative Council); Orissa, Chhattisgarh and Arunachal Pradesh are unicameral.

**Q10. Answer: C**

Provisions concerning the Supreme Court fall under Article 368 proviso, requiring a special majority of Parliament plus ratification by not less than one-half of the State Legislatures.

**Q11. Answer: B**

Order 1 Rule 9 CPC provides that no suit shall be defeated by reason of misjoinder or non-joinder of parties - but the proviso bars a suit for non-joinder of a necessary party.

**Q12. Answer: D**

Section 2(11) CPC defines 'legal representative' as a person who in law represents the estate of a deceased person.

**Q13. Answer: A**

Order X Rule 1A CPC (inserted by the 2002 amendment) directs the court to give parties the option to opt for any of the ADR modes specified in Section 89.

**Q14. Answer: B**

Order XI CPC deals with discovery by interrogatories, and inspection of documents.

**Q15. Answer: A**

Section 152 CPC permits correction of clerical or arithmetical mistakes in judgments, decrees or orders arising from accidental slip or omission.

**Q16. Answer: C**

Section 35A CPC provides for compensatory costs in respect of false or vexatious claims or defences.

**Q17. Answer: B**

Order XXII CPC governs death, marriage and insolvency of parties, i.e. abatement of suits/proceedings (the question's 'abetment' is an OCR error for 'abatement').

**Q18. Answer: D**

A temporary injunction requires a prima facie case, irreparable injury, and balance of convenience - all three (Order XXXIX CPC; Dalpat Kumar v. Prahlad Singh).

**Q19. Answer: C**

Section 96 CPC provides the right of appeal from an original decree (first appeal).

**Q20. Answer: D**

Order XVII Rule 1 CPC empowers the court to grant adjournments to parties at any stage of the suit.

**Q21. Answer: B**

Per Section 2(l) CrPC, a non-cognizable offence is one in which a police officer has no authority to arrest without a warrant.

**Q22. Answer: D**

Section 25 CrPC provides for the appointment of Assistant Public Prosecutors for conducting prosecutions in the courts of Magistrates (the stem's 'Cr.P.CM' is an OCR error for CrPC).

**Q23. Answer: D**

Arrest may be made by a police officer (Ss. 41, 42), a private person (S. 43), and a Magistrate (S. 44) - hence all of the above.

**Q24. Answer: A**

Section 50(2) CrPC mandates informing of the right to bail only where a person is arrested without warrant for a bailable offence; it is not mandatory where arrest is made with a warrant (the warrant/bail-bond endorsement under S. 71 covers that).

**Q25. Answer: C**

Section 61 CrPC requires every summons to be in writing, in duplicate, signed by the presiding officer and bearing the court's seal.

**Q26. Answer: B**

Under Section 167(2A) CrPC an Executive Magistrate may authorise detention for a term not exceeding 7 days in the aggregate, after which records go to the nearest Judicial Magistrate.

**Q27. Answer: D**

Section 223 CrPC enumerates the persons who may be charged and tried jointly (joint trial of several persons).

**Q28. Answer: A**

Section 259 CrPC empowers a Magistrate to convert a summons-case into a warrant-case where the offence is punishable with imprisonment exceeding six months. (Option (a) labels Section 258; the section that actually permits this conversion is 259, so the intended key is the one reading 'Section 259'.)

**Q29. Answer: B**

Section 313 CrPC empowers the court to examine the accused (power to question the accused on circumstances appearing in evidence).

**Q30. Answer: C**

Under Section 357 CrPC an order of compensation may be made by the trial court and also by an appellate court, High Court or Court of Session exercising revisional powers; hence both (a) and (b).

**Q31. Answer: A**

The Preamble to the Indian Evidence Act, 1872 states it is an Act to consolidate, define and amend the law of evidence, with the enacting clause repealing certain enactments; option (a) captures this fully.

**Q32. Answer: B**

The Law of Evidence is procedural/adjective law (it governs proof of rights, not the rights themselves).

**Q33. Answer: C**

Under the Indian Evidence Act a fact must be both logically relevant (connected per Sections 6-55) and legally relevant (declared relevant by the Act) to be received.

**Q34. Answer: D**

Section 30 of the Evidence Act allows a confession of one accused to be taken into consideration against a co-accused only when they are tried jointly for the same offence.

**Q35. Answer: D**

Section 32(1) of the Evidence Act makes a dying declaration relevant in both civil and criminal proceedings (unlike English law which limits it to homicide cases).

**Q36. Answer: A**

Section 45 of the Evidence Act allows expert opinion on points of foreign law (among others); Indian law is for the court to determine, so opinion lies only as to foreign law.

**Q37. Answer: C**

Secondary evidence (Sections 63-65) is admissible only where the non-production of primary evidence has been duly accounted for under one of the grounds in Section 65.

**Q38. Answer: D**

This is the illustration to Section 106 of the Evidence Act: the fact (possession of a ticket) being especially within A's knowledge, the burden of proving he had a ticket lies on him.

**Q39. Answer: B**

Section 114 illustration (does not say 'shall'), making it a rebuttable presumption of fact: the court may presume that an obligation in the obligor's hands has been discharged.

**Q40. Answer: C**

Section 120 of the Evidence Act makes the husband and wife competent witnesses for or against each other in both civil and criminal proceedings.

**Q41. Answer: B**

'Fraudulently' is defined in Section 25 IPC: a person does a thing fraudulently if he does it with intent to defraud but not otherwise.

**Q42. Answer: B**

Section 34 IPC (common intention) creates no substantive offence; it is only a rule of evidence/principle of joint liability.

**Q43. Answer: A**

'Ignorantia juris non excusat' means ignorance of law is no excuse.

**Q44. Answer: B**

Section 84 IPC provides the defence of legal (not medical) insanity, i.e. unsoundness of mind such that the accused is incapable of knowing the nature or wrongfulness of the act.

**Q45. Answer: A**

The right of private defence (Sections 96-106 IPC) is founded on the natural instinct of self-preservation.

**Q46. Answer: A**

Chapter XX of the IPC (Sections 493-498) deals with offences relating to marriage.

**Q47. Answer: C**

The two essential ingredients of a crime are actus reus (the guilty act) and mens rea (the guilty mind); motive is not an essential ingredient.

**Q48. Answer: A**

Best guess (a) Appa Salve v. State of Maharashtra AIR 2007 SC 763. Flagged: the exact AIR 2007 SC citation cannot be reliably matched among the OCR-garbled options; the well-known intoxication ruling of that era (Mavari Surya Satyanarayana / Basdev line) holds intoxication is a defence only if it negatives the requisite intention, but the specific cite in the options is not independently verifiable.

**Q49. Answer: D**

Consent obtained by fraud/misconception of fact is no consent; sex on such fraudulent consent amounts to rape under Section 375 IPC.

**Q50. Answer: A**

Every murder is culpable homicide but not every culpable homicide is murder (murder is the aggravated form under Section 300 IPC); the statement is true.

**Q51. Answer: A**

Statutes dealing with the same subject-matter (here, procedure) are 'pari materia' and read together; Limitation Act and CPC are in pari materia.

**Q52. Answer: A**

Article 1 of the Schedule to the Limitation Act, 1963 prescribes 3 years for the balance due on a mutual, open and current account with reciprocal demands, running from the close of the year.

**Q53. Answer: B**

Article 67 of the Limitation Act, 1963 provides 12 years for possession of immovable property when the plaintiff has become entitled by forfeiture or breach of condition, running from when forfeiture is incurred or the condition broken.

**Q54. Answer: B**

Section 4 of the Limitation Act allows institution on the day the court reopens where the prescribed period expires when the court is closed; it operates as an exception to the bar in Section 3.

**Q55. Answer: D**

Section 4 of the Limitation Act, 1963: where the period expires on a day the court is closed, the suit/appeal/application may be instituted on the day the court reopens.

**Q56. Answer: B**

Under the old Limitation Act schedule, an appeal from an acquittal under Section 417 CrPC carries a 90-day limitation from the date of the order.

**Q57. Answer: B**

Section 15 of the Indian Easements Act, 1882 (and Article 64 framework): an easement by prescription is acquired after 20 years of uninterrupted enjoyment as of right.

**Q58. Answer: A**

Article 127 of the Limitation Act, 1963 prescribes 60 days (from the date of sale) to set aside a sale in execution of a decree, including an application by the judgment-debtor.

**Q59. Answer: B**

Limitation bars the remedy (the right to sue in court) but not the right itself; it does not bar a defence - a defendant may still set up a time-barred claim by way of defence.

**Q60. Answer: D**

Article 113 of the Limitation Act, 1963 is the residuary article: any suit for which no period is provided elsewhere has a 3-year limitation, running from when the right to sue accrues.

**Q61. Answer: D**

Section 3 of the Transfer of Property Act, 1882 defines 'attached to the earth' as things rooted in, imbedded in, or attached to what is imbedded in the earth - all of the above.

**Q62. Answer: C**

The transfer to C, which takes effect on failure of the prior interest to B, is an ulterior transfer under Section 27 of the Transfer of Property Act, 1882.

**Q63. Answer: B**

Under Section 11/40 TPA, restrictive covenants are conditions imposed by the transferor restricting the use or enjoyment of the property by the transferee.

**Q64. Answer: B**

Section 43 of the Transfer of Property Act, 1882 embodies the rule of feeding the grant by estoppel (transfer by an unauthorised person who subsequently acquires interest).

**Q65. Answer: D**

Mahomed Musa v. Aghore Kumar Ganguli (1914, PC) is the leading case on the doctrine of part performance under Indian law.

**Q66. Answer: D**

Section 58(e) of the Transfer of Property Act: an English mortgage requires the mortgagor to bind himself to repay, an absolute transfer of the property to the mortgagee, with a proviso for re-transfer on payment - all of the above.

**Q67. Answer: C**

Section 118 of the Transfer of Property Act, 1882: a mutual transfer of ownership of one thing for another (neither being money only) is an 'exchange'.

**Q68. Answer: D**

Section 111 of the Transfer of Property Act, 1882: a lease determines by, among others, merger, forfeiture and surrender - all of the above.

**Q69. Answer: C**

'Redeem up, foreclose down' is the rule applicable to a mesne (intermediate) mortgagee, who may redeem mortgagees prior to him and foreclose those subsequent.

**Q70. Answer: B**

Section 93 of the Transfer of Property Act bars tacking: a mortgagee paying off a prior mortgage acquires no priority for his original security - this is the rule against tacking.

**Q71. Answer: C**

Per Section 2(h) of the Indian Contract Act, a contract is an agreement enforceable by law; the law of contract is the law of agreements creating obligations (Salmond/Anson).

**Q72. Answer: B**

An auction announced 'without reserve' is treated as an offer to sell to the highest bona fide bidder (Warlow v. Harrison), not a mere invitation to offer.

**Q73. Answer: A**

Section 2(d) of the Indian Contract Act, 1872 recognises past, present and future consideration ('has done... does... or promises to do').

**Q74. Answer: C**

Obligations resembling those created by contract are quasi-contracts, dealt with in Sections 68-72 of the Indian Contract Act, 1872.

**Q75. Answer: C**

Section 140 of the Indian Contract Act, 1872: on discharging the debt, the surety is subrogated to the rights of the creditor against the principal debtor.

**Q76. Answer: D**

Under Section 171 of the Indian Contract Act, 1872, bankers (along with factors, wharfingers, attorneys of a High Court and policy-brokers) have a general lien over goods bailed to them. A bailee/pawnee ordinarily has only a particular lien (Section 170).

**Q77. Answer: B**

The undertaking 'Let P have the goods, I will see you paid' is a primary/independent promise to indemnify the shopkeeper, not collateral to P's default; it is a contract of indemnity (Section 124) and not a contract of guarantee (the classic *Birkmyr v Darnell* distinction).

**Q78. Answer: A**

Under Section 19 of the Indian Contract Act, 1872, when consent to an agreement is caused by coercion, fraud or misrepresentation, the contract is voidable at the option of the party whose consent was so caused.

**Q79. Answer: D**

*Hadley v Baxendale* (1854) laid the foundation of the law of damages for breach of contract (rules of remoteness/foreseeability), reflected in Section 73 of the Indian Contract Act, 1872.

**Q80. Answer: A**

Under Section 63 of the Indian Contract Act, 1872, a promisee may dispense with or remit performance; in India (unlike the English *Pinnel's Case* rule) acceptance of a lesser sum in full satisfaction discharges the whole debt without fresh consideration.

**Q81. Answer: A**

Under the Hindu Succession Act, 1956, the property of a male Hindu dying intestate devolves according to the rules in Sections 8 to 13; Section 8 lays down the general rules of succession in the case of males.

**Q82. Answer: C**

Where a male coparcener of a Mitakshara joint family dies, his interest in the coparcenary property devolves by survivorship upon the surviving coparceners (sons B, C and D), under the proviso scheme of Section 6 as it stood before the 2005 amendment.

**Q83. Answer: D**

Section 14(1) of the Hindu Succession Act, 1956 abolishes the Hindu woman's limited estate: any property possessed by a female Hindu, whether acquired before or after the commencement of the Act, is held by her as full owner and not as a limited owner.

**Q84. Answer: B**

Under Section 3(1)(c) of the Hindu Succession Act, 1956, a person related to the deceased by blood or adoption wholly through females is a 'cognate'; an 'agnate' is related wholly through males.

**Q85. Answer: B**

In the Schedule to the Hindu Succession Act, 1956, both the father and a son's daughter's son are enumerated as Class II heirs (father is Entry I, son's daughter's son is in Entry II of Class II); neither is a Class I heir.

**Q86. Answer: D**

The Indian Succession Act, 1925 deals with intestate and testamentary succession; it does not govern survivorship of coparcenary property, which is outside its scope.

**Q87. Answer: C**

An administrator is appointed by the Court through a grant of letters of administration (Section 234, Indian Succession Act, 1925), as distinguished from an executor who is appointed by the testator under the will.

**Q88. Answer: D**

A holograph will is one written entirely in the testator's own handwriting.

**Q89. Answer: A**

Under Section 110 of the Indian Succession Act, 1925, where a legacy is given to A and on his death to B, the bequest to B takes effect only if A predeceases the testator; if A survives the testator, the gift over to B does not take effect.

**Q90. Answer: B**

Under Section 2(f) of the Indian Succession Act, 1925, a 'probate' is a copy of the will certified under the seal of the court of competent jurisdiction with a grant of administration to the estate of the testator.

**Q91. Answer: C**

Under the Specific Relief Act, 1963 (the version current in 2012), Section 18 deals with the non-enforcement of contracts except with variation, i.e., specific performance with the variation set up by the defendant.

**Q92. Answer: B**

Section 12 of the Specific Relief Act, 1963 (specific performance of a part of a contract) is founded on the equitable principle that equity looks to the substance of the contract and requires substantial compliance with its conditions rather than its literal fulfilment.

**Q93. Answer: D**

The doctrine of specific performance rests on all three propositions: it is refused where damages are an adequate remedy, its grant is discretionary (Section 20 of the 1963 Act), and it is refused where the contract lacked mutuality at its inception.

**Q94. Answer: A**

Section 8 of the Specific Relief Act, 1963 allows recovery of specific movable property; the statement that 'no suit can be brought against the owner' is NOT applicable, because a person with a special/present right to possession may sue even the owner.

**Q95. Answer: C**

Section 15 of the Specific Relief Act, 1963 lists who may obtain specific performance; a reversioner in remainder is generally not entitled (only a reversioner in possession may sue on a covenant). Option text is OCR-garbled ('reminder' for 'remainder'); best guess is the reversioner in remainder.

**Q96. Answer: D**

Section 14 of the Specific Relief Act, 1963 lists contracts not specifically enforceable: where compensation is an adequate remedy, contracts of a determinable nature, and contracts dependent on personal qualifications/skill of a party; hence all of the above.

**Q97. Answer: C**

Where property is sold in distinct lots under a separate contract for each lot, the contracts are divisible/independent; that is the contract held NOT to be indivisible, so a single lot may be dealt with separately.

**Q98. Answer: C**

In a suit for specific performance the defendant may resist on grounds of uncertainty, want/excess of power, and on equitable grounds such as hardship and unfair advantage; hence both (a) and (b).

**Q99. Answer: A**

Under Section 26(1) of the Specific Relief Act, 1963, an instrument may be rectified where, through fraud or mutual mistake of the parties, it does not express their real intention.

**Q100. Answer: B**

Under the Specific Relief Act, 1963, Section 27 governs rescission of contracts and Section 27(2) sets out the grounds on which the court may refuse to rescind a contract.