AILET

How to Prepare Legal Reasoning for CLAT 2022

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Under the new examination pattern of CLAT, the Legal Aptitude section has become Legal Reasoning. The idea behind this was to eliminate the need of prior legal knowledge to appear for this examination. There may still be legal questions in the paper but the need for prior learning will be substituted by a passage with all the required information.

As per the new pattern Legal Reasoning will have solely comprehension based questions. The passage will most likely have a legal/economic/political theme and there will be questions based on that.

For aspirants to score well in this section, they do not need to learn the complex principles of law from Contracts, Torts, and Indian Penal Code anymore but only have an analytical mind as well as good reading speed (& accuracy).

The ability to read a passage quickly, retain the information and reach a conclusion, will come handy in this examination.

Although the exam will now be of 150 marks as compared to the older version of 200 marks, on the basis of ratio, legal reasoning still stands among the top subjects.

Types of Questions

- The meaning or message of the passage as a whole.
- Reasoning with conditional (“if-then”) statements
- Inferring what could be true or must be true from given facts and rules
- Inferring what could be true or must be true from given facts and rules together with new information presented in hypotheticals
- Recognizing when two statements are logically equivalent in the context.
- Deductive Reasoning

Sample Question

Source: CLAT Official Website

Passage

In the wake of the current coronavirus outbreak, most businesses are looking out to re-align themselves with the economic disparity that is likely to arise. In fact, even the Union of India through Ministry of Finance has recently issued a clarification that coronavirus will be considered as a case of natural calamity and as such covered under the force majeure clause available to be invoked wherever necessary and applicable.

What is force majeure or vis major? It means superior force or chance occurrence. As the term and its meaning suggest, it is an event that the contracting parties could not have contemplated at the time of acceptance of contracts.

In India, primarily Section 56 of the Indian Contract Act deals with this situation. This article deals with the distinction between the English and Indian law a little later, however, we straightaway come to Section 56, which reads “Contract to do act afterwards becoming impossible or unlawful. – 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, unlawful, becomes void when the act becomes impossible or unlawful.

” The doctrine of frustration with its limited applicability was developed in Taylor Vs. Caldwell [1863] for the first time, wherein Justice Blackburn reasoned that the rule of absolute liability only applied to positive, definite contracts, not to those in which there was an express or implied condition underlying the contract.

As far as Indian law is concerned, Section 56 of the Indian Contract Act, 1872 is absolutely clear that an act, after the contract is made, becomes impossible to perform or by reason of some event which a promisor/a party could not prevent becomes void and is not capable of performance.

In this regard, the Supreme Court interpreted Section 56 to mean that an act must result in an impossibility of performance, or the performance of an act may not be literally impossible but it may be impracticable and useless from the point of view of the object and purpose which the parties had in view; and if an untoward event or change of circumstances totally upsets the very foundation upon which the parties rested their bargain, it can very well be said that the party finds it impossible to do the act which he promised to do.

From the above, it is clear that a force majeure event must lead to an impossibility and any hardship, inconvenience or material loss (except if the termination can be shown to be just and fair) cannot be considered as a force majeure event. Hence, a change in policy by no means can be considered as a force majeure or an impossible event.

[Source (edited): Mondaq, India: Frustration of Contract – When Does It Arise?]

Alia entered into a contract with Katrina for supplying sweets to Alia on her wedding day. On the day of the wedding, when eating one of Katrina's sweet made with almonds, Alia fell ill since she was allergic to almonds. As per the defense of vis major in the passage, can Alia sue Katrina?

a) Yes, Katrina had the chance of finding out Alias' preference.
b) No, it was an inevitable accident.
c) Yes, it was a chance occurrence.
d) No, the parties did not contemplate it at the time of contract.

Bappi enters into a contract with Mr. Lahiri on 12 th January under which he would supply gold and silver bars to Bappi. Later, Mr. Lahiri came to know that on 10 th January the Government had banned sale of gold bars. Mr. Lahiri wants to terminate the contract. Can he legally do so?

a) Yes, the act of selling gold bars had become illegal after the contract.
b) No, he can perform the part of the contract that is not illegal.
c) Yes, contract had become void and he had no chance to prevent the event.
d) None of the above.

A's ship had a hole in its hull. To repair it, A contracted with B to supply him 10 tons of iron within 7 days. But, 3 days after the contract, there was a storm and unable to withstand it, the ship sank. B refrained from supplying the iron as the ship itself had sunk. A, however, wants to sue B for non-performance of contract. Which of the following would most weaken A's stance?

a) The contract became void when the ship sank.
b) The performance of the act by B had become literally impossible.
c) The act would have been impractical and useless due to the sinking of the ship.
d) Both B and C.

Nattu was a newspaper vendor. He had a contract with Mr. Batuklal for delivering newspapers. Every morning Nattu would deliver newspapers to him on his cycle. One day,

during the rainy season, it was raining cats and dogs. The papers got soggy and even, Nattu's cycle got punctured. He was unable to deliver the newspaper that day. Can Mr. Batuklal sue Nattu for violating contract?

a) Yes, Nattu failed to perform his contractual obligation without any just or fair cause.
b) No, since material loss and severe hardship suffered by Nattu.
c) Yes, the hardship and loss caused by the rain was not severe enough to terminate contract.
d) No, the rain was a just and fair cause for non-performance of contractual duty.

Which of the following, if true, would most weaken the Government's decision to include coronavirus as a force majeure?

a) A disease is not a natural calamity.
b) Viral infection is neither unpredictable, nor unpreventable.
c) Business houses can take measures to secure themselves.
d) None of the above.

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It is important that a systematic approach is taken to prepare for this subject. This section is the most important of all the subjects that the CLAT syllabus has. A good routine investing at least 2 hours a day should be dedicated to the preparation of this subject.

- Modules: The modules are important because they provide a good grasp of the legal principle that the candidates need to study. They only focus on the basic principles of a few statutes like Contracts so that the candidate solves the questions in the exam. The students should solely focus on the modules for the legal principles since it has the text in a precise form, no more and no less than required. There is no need to study bare acts for CLAT.
- Past papers of NLS and Nalsar: For this section, it is important to go through the past year papers of NLS and NALSAR. Before CLAT came into existence, the law schools used to conduct their own examinations. The legal questions are very relevant for the legal aptitude section.
- All India Mock Tests: Subscribe to a good all India mock test. It will give you an idea of where you stand amidst the competition.

- Legal News: There is a need to be aware of the legal news of the country. You cannot count on the newspapers to give you a consolidated legal news database. Follow websites like livelaw for legal news because these articles will form the base for passages in this section.
- Stick to the principle in the principle fact question.
- Maxims: Read maxims from the module book religiously. Make it a habit to learn ten maxims a day and then sleep on it. When you wake up, write the maxim with their meaning and use them in a sentence. This way you can retain the meaning of the maxim. The use of these maxims in a law-related comprehension used as a passage for questions should not confuse you.

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