

BLOGS

Practice Legal Reasoning Questions for CLAT 2026-Part II

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Question 1

Principle: A contract is void if it is based on an unlawful object.

Facts: A agrees to sell a piece of land to B, but the contract specifies that B will use the land to set up an illegal gambling house. Is the contract valid?

- A. Yes, because the sale of land is legal.
- B. Yes, because the use of the land is B's responsibility.
- C. No, because the object of the contract is unlawful.
- D. No, because contracts involving land are always void.

Answer: C

Explanation: The object of the contract is to establish an illegal gambling house, making the contract void.

Question 2

Principle: No person shall be held liable for an act done in self-defense.

Facts: X is attacked by Y with a knife. To save himself, X hits Y with a rod, causing serious injuries. Can X be held liable?

- A. Yes, because X caused serious injuries.
- B. No, because X acted in self-defense.
- C. Yes, because X could have run away instead.
- D. No, because Y was the aggressor.

Answer: B

Explanation: X's action was necessary to protect himself, making it a lawful act of self-defense.

Question 3

Principle: An agreement without consideration is void unless it is in writing and registered.

Facts: P promises to give Q Rs. 10,000 as a gift. This promise is neither in writing nor registered.
Can Q enforce the promise?

- A. Yes, because a promise is binding.
- B. No, because it is not in writing or registered.
- C. Yes, because P made the promise voluntarily.
- D. No, because the amount is too small to enforce legally.

Answer: B

Explanation: An agreement without consideration must be in writing and registered to be enforceable.

Question 4

Principle: A minor's agreement is void ab initio.

Facts: A 16-year-old boy, R, enters into a contract to buy a bike from S. Can the contract be enforced?

- A. Yes, because R consented to the contract.
- B. No, because a minor's contract is void ab initio.
- C. Yes, because the contract involves movable property.
- D. No, because S is at fault for entering into the contract.

Answer: B

Explanation: A minor's contract is void from the beginning and cannot be enforced.

Question 5

Principle: A person who has been fraudulently induced to enter into a contract can rescind the contract.

Facts: T sells a car to U, claiming it is brand new when it is actually used. Upon discovery, U wants to cancel the contract. Can U do so?

- A. Yes, because T's fraudulent statement induced U to contract.
- B. No, because the contract is already executed.
- C. Yes, because U discovered the fraud later.

D. No, because the car is still functional.

Answer: A

Explanation: Fraudulent misrepresentation by T allows U to rescind the contract.

Question 6

Principle: Mere silence does not amount to fraud unless there is a duty to speak.

Facts: M sells a house to N but does not disclose that the house is located in a flood-prone area.
Can N claim fraud?

- A. Yes, because M concealed material facts.
- B. No, because M was not obliged to disclose.
- C. Yes, because silence in contracts is fraud.
- D. No, because N should have inspected the property.

Answer: B

Explanation: M had no duty to disclose unless specifically asked, and mere silence is not fraud.

Question 7

Principle: An employer is vicariously liable for the acts of employees done during the course of employment.

Facts: A delivery driver, while delivering goods for his employer, causes an accident due to negligent driving. Is the employer liable?

- A. Yes, because the act occurred during employment.
- B. No, because the driver was negligent.
- C. Yes, because the employer owns the vehicle.
- D. No, because the employer did not instruct the driver to be negligent.

Answer: A

Explanation: The employer is liable for acts of the employee if they occur during the course of employment.

Question 8

Principle: A person who finds goods belonging to another must take reasonable steps to return them to their owner.

Facts: Z finds a wallet containing Rs. 5,000 and an ID card. Instead of returning it, Z keeps the wallet. Has Z committed a legal wrong?

- A. No, because the wallet was found, not stolen.
- B. Yes, because Z failed to return the wallet.
- C. No, because Z made no promise to return it.
- D. Yes, because Z violated the principle of honesty.

Answer: B

Explanation: Z has a duty to take reasonable steps to return the wallet to its owner.

Question 9

Principle: A person who voluntarily assumes risk cannot claim damages for injuries resulting from that risk.

Facts: L participates in a boxing match and gets injured. Can L claim damages from the organizers?

- A. Yes, because injuries occurred during the event.
- B. No, because L voluntarily assumed the risk.
- C. Yes, because the organizers are responsible for safety.
- D. No, because boxing is inherently risky.

Answer: B

Explanation: By participating, L voluntarily assumed the risk associated with boxing.

Question 10

Principle: An act done by a person in good faith for the benefit of another does not constitute an offense.

Facts: A surgeon performs an emergency surgery on an unconscious patient without consent, saving the patient's life. Is the surgeon liable?

- A. Yes, because the surgery was done without consent.
- B. No, because it was done in good faith for the patient's benefit.
- C. Yes, because the patient's consent is mandatory.
- D. No, because doctors are always immune from liability.

Answer: B

Explanation: The act was done in good faith for the patient's benefit, making it lawful.

Question 11

Principle: An offer can be revoked before it is accepted.

Facts: A offers to sell his car to B. Before B accepts the offer, A changes his mind and informs B. Can A revoke the offer?

- A. Yes, because the offer was not yet accepted.
- B. No, because the offer cannot be revoked once made.
- C. Yes, because revocation is allowed before acceptance.
- D. No, because B had the intention to accept.

Answer: A

Explanation: An offer can be revoked at any time before it is accepted.

Question 12

Principle: A contract is not enforceable if it involves doing an act forbidden by law.

Facts: C hires D to smuggle gold into the country. D fails to deliver. Can C enforce the contract?

- A. Yes, because D failed to perform his promise.
- B. No, because the contract involves an illegal act.
- C. Yes, because all contracts are enforceable.
- D. No, because gold smuggling is risky.

Answer: B

Explanation: Contracts involving illegal acts are not enforceable by law.

Question 13

Principle: Intention to cause harm is a necessary element for an act to constitute a tort.

Facts: F accidentally spills water on G's laptop, damaging it. Can G sue F for compensation?

- A. Yes, because F caused damage.
- B. No, because there was no intention to cause harm.
- C. Yes, because laptops are expensive.
- D. No, because accidents are not tortious acts.

Answer: B

Explanation: Intention to harm is a key element for tort liability.

Question 14

Principle: A contract requires lawful consideration to be valid.

Facts: H promises to pay J Rs. 10,000 if J agrees to refrain from filing a complaint against H for theft. Is the agreement valid?

- A. Yes, because J is giving up his right.
- B. No, because the consideration is unlawful.
- C. Yes, because it is mutually beneficial.
- D. No, because theft is a criminal act.

Answer: B

Explanation: Agreements with unlawful consideration are void.

Question 15

Principle: A person is not liable for harm caused by an act of God.

Facts: A dam constructed by K bursts due to an unforeseen earthquake, flooding nearby villages. Is K liable?

- A. Yes, because K constructed the dam.
- B. No, because the damage was caused by an act of God.
- C. Yes, because K must ensure safety.
- D. No, because natural disasters are unpredictable.

Answer: B

Explanation: Harm caused by natural disasters is considered an act of God, absolving liability.

Question 16

Principle: A person cannot be punished for an act done under duress.

Facts: M robs a store after being threatened with death by N. Can M be held liable for the robbery?

- A. Yes, because robbery is a crime.
- B. No, because M acted under duress.

- C. Yes, because duress does not excuse criminal acts.
- D. No, because N is the real culprit.

Answer: B

Explanation: Actions done under duress may absolve a person of liability.

Question 17

Principle: Ownership of property does not automatically transfer possession.

Facts: O buys a car from P but does not take delivery. Meanwhile, P continues to use the car. Who owns the car?

- A. O, because he paid for it.
- B. P, because he still possesses it.
- C. O, because ownership was transferred.
- D. P, because delivery is essential for transfer.

Answer: C

Explanation: Ownership transfers upon sale, but possession requires delivery.

Question 18

Principle: An employer is not liable for acts of an employee done outside the scope of employment.

Facts: Q, a delivery driver, uses his employer's vehicle to run personal errands and causes an accident. Is the employer liable?

- A. Yes, because it was the employer's vehicle.
- B. No, because the act was outside the scope of employment.
- C. Yes, because Q is the employer's responsibility.
- D. No, because Q acted negligently.

Answer: B

Explanation: Employers are not liable for actions outside the scope of employment.

Question 19

Principle: Agreements made under a mutual mistake of fact are void.

Facts: R agrees to sell a painting to S, believing it to be an original. Both later discover it is a replica. Is the agreement valid?

- A. Yes, because the mistake was mutual.
- B. No, because mutual mistakes render contracts void.
- C. Yes, because S agreed to the purchase.
- D. No, because R misrepresented the painting.

Answer: B

Explanation: Contracts are void if based on mutual mistakes of fact.

Question 20

Principle: A minor cannot delegate his contractual obligations.

Facts: T, a minor, hires U to paint his house. Later, T refuses to pay, claiming minority. Is T liable?

- A. Yes, because T entered into a contract.
- B. No, because minors cannot delegate contractual obligations.
- C. Yes, because U performed the work.
- D. No, because contracts with minors are void.

Answer: D

Explanation: Contracts entered into by minors are generally void, and obligations cannot be enforced.