BLOGS

Questions on Bailment for CLAT PG 2026- PART II

Ruchika Mohapatra · 18 Sep 2025

1. Which duty does a bailor have in gratuitous bailment?

a) To pay rent

b) To disclose known defects in goods

c) To insure goods

d) To act as guarantor of loss

Answer: b) To disclose known defects in goods

Explanation: In gratuitous bailment, the bailor must reveal any known defects to protect the bailee.

2. If bailor delivers goods knowing them to be dangerous and fails to inform, who is liable for injury to bailee?

a) Bailee only

b) Bailor only

c) Both equally

d) No one

Answer: b) Bailor only

Explanation: The bailor is liable for damages caused by undisclosed dangerous goods.

3. When bailee mixes bailor's goods with his own without consent, and separation is impossible, the bailee must:

a) Return goods in any condition

b) Pay bailor for his goods

c) Bear only 50% loss

d) Deliver new goods

Answer: b) Pay bailor for his goods

Explanation: If mixing without consent makes separation impossible, the bailee compensates the bailor for the loss.

4. Termination of bailment happens when:

a) Time agreed expires

b) Purpose is accomplished

c) Either party dies (in gratuitous bailment)

d) All of the above

Answer: d) All of the above

Explanation: Bailment ends when its purpose is complete, time ends, or in some cases, on death of a party.

5. Who is responsible for expenses in gratuitous bailment?

a) Bailee only

b) Bailor only

c) Both share equally

d) As agreed by contract

Answer: a) Bailee only

Explanation: In gratuitous bailment, the bailee bears the expenses for keeping goods.

6. The bailee must return goods:

a) Whenever he wishes

b) After bailor’s demand or expiry of agreed time

c) Only after being paid

d) After signing fresh agreement

Answer: b) After bailor’s demand or expiry of agreed time

Explanation: The bailee’s duty is to return goods on completion of purpose or demand, as agreed.

7. If bailee fails to return goods on time, he is liable for:

a) Only actual loss

b) Reasonable compensation for loss or destruction

c) Nominal damages only

d) No liability if not negligent

Answer: b) Reasonable compensation for loss or destruction

Explanation: The bailee is responsible for any loss or destruction of goods after wrongful retention.

8. When bailee returns goods, bailor must:

a) Pay agreed charges, if any

b) Issue receipt

c) Provide substitute goods

d) None of the above

Answer: a) Pay agreed charges, if any

Explanation: The bailor must pay lawful charges due to the bailee before taking back the goods.

9. Which of the following is an example of bailment for hire?

a) Giving a friend your watch to wear

b) Leaving clothes at a paid laundry

c) Depositing money in a bank account

d) Selling old furniture

Answer: b) Leaving clothes at a paid laundry

Explanation: Bailment for hire occurs when goods are delivered for a reward, like at a laundry or parking service.

10. If bailee's work on goods is incomplete, his lien is:

a) Perfect and continues

b) Lost

c) Partial

d) Enforceable in court only

Answer: b) Lost

Explanation: A bailee can retain goods only after completing the work for which lien is claimed.