BLOGS

Passage-Based Questions on Legal Reasoning for CLAT UG [Part 17]

Adtiya Aryan · 01 May 2026

Passage 1 (P.1)

The Sale of Goods Act draws a fundamental distinction between ownership (property in goods) and possession. This distinction is not merely theoretical; it determines the allocation of risk, rights against third parties, and consequences of accidental destruction. The Act proceeds on the principle that risk prima facie follows ownership unless otherwise agreed. Therefore, identifying the precise moment at which property passes from seller to buyer becomes central in commercial disputes. In contracts involving specific or ascertained goods, the primary test is the intention of the parties. Such intention may be express or implied and is inferred from the terms of the contract, conduct of the parties, trade usage, and surrounding circumstances.

Where intention is unclear, statutory presumptions apply. In an unconditional contract for the sale of specific goods in a deliverable state, property passes at the time the contract is made, even if payment or delivery is postponed. Thus, postponement of payment does not automatically postpone ownership. However, the law introduces nuance where goods are not in a deliverable state. If the seller must do something to the goods – such as repair, complete manufacturing, weigh, measure, test, or otherwise ascertain the price – property does not pass until such act is done and the buyer has notice thereof. The requirement of notice ensures that ownership does not silently transfer while the goods remain indeterminate or incomplete.

In the case of unascertained goods, the principle is stricter. Property does not pass until goods are ascertained and unconditionally appropriated to the contract with mutual assent. Appropriation requires identification of goods to the contract and communication or conduct indicating acceptance. The mere intention of the seller to earmark goods, without communication or buyer assent, may not suffice. Delivery to a carrier may constitute appropriation, but this depends on whether the seller reserves the right of disposal.

The reservation of right of disposal is a critical protective device. Even after delivery to a carrier, the seller may retain ownership by taking shipping documents in his own name or otherwise indicating that ownership shall pass only upon fulfillment of conditions such as payment. In such cases, the transfer of possession does not equate to transfer of property. The allocation of risk follows ownership unless contractually separated. Therefore, accidental loss without fault may fall upon the buyer even before physical delivery, if ownership has already passed.

Conversely, if ownership has not yet passed, the seller bears the risk. This principle may produce seemingly harsh outcomes, but it reflects commercial certainty and predictability. The overarching inquiry, therefore, is not who holds the goods, nor who has paid the price, but whether ownership – by intention, statutory rule, or appropriation – has passed at the relevant moment. Risk allocation is a legal consequence of that determination.

1. A contracts to sell a specific machine to B. The machine is complete and in deliverable state. Payment is to be made after 15 days. On the 5th day, before delivery, the machine is destroyed in an accidental fire. The contract is silent on risk. Who bears the loss?

a. Seller, because delivery had not occurred

b. Buyer, because ownership likely passed at contract formation

c. Both equally

d. Depends solely on insurance

2. A agrees to sell 500 bags of wheat from a larger unidentified stock. Before segregation, the warehouse collapses and the stock is destroyed. The most accurate legal position is ?

a. Ownership passed because quantity was specified

b. Ownership passed because payment was agreed

c. Ownership had not passed as goods were unascertained

d. Risk automatically shifts to buyer on contract

3. A ships goods to B but takes the bill of lading in his own name and instructs the carrier to deliver only upon payment. Before payment, goods are damaged in transit without fault. Who bears risk?

a. Buyer, because goods were dispatched

b. Seller, due to reservation of right of disposal

c. Carrier

d. Both jointly

4. Goods are to be weighed to determine final price. Before weighing and without notice to the buyer, goods are destroyed accidentally. Which statement is legally correct?

a. Ownership passed at contract

b. Ownership passed when goods were ready

c. Ownership had not passed as weighing and notice were pending

d. Risk always lies with buyer once contract is made

5. The most legally accurate statement is ?

a. Possession determines ownership

b. Payment determines ownership

c. Ownership depends on intention and statutory rules

d. Delivery always transfers risk

Passage 2 (P.2)

Battery is defined as the intentional and direct application of force to another person without lawful justification. The law protects bodily autonomy – the right of every individual to determine the conditions under which their body may be touched. Importantly, the force required need not be violent or harmful. Even slight contact may suffice if it is intentional and without consent. The element of intention concerns the intention to make contact, not the intention to cause harm. A defendant who deliberately makes physical contact cannot escape liability merely because no injury was intended. However, accidental contact, in the absence of negligence, does not constitute battery. The law thus distinguishes deliberate interference from inadvertent collision.

Consent operates as a complete defense, but its scope is limited to what is reasonably contemplated. In everyday social life, individuals impliedly consent to certain physical contacts – such as brushing past others in crowded spaces. However, such implied consent is bound by social norms. Contact that is hostile, offensive, or excessive may fall outside its scope. In medical law, consent must be real and informed. Performing a procedure materially different from that consented to may amount to battery. Even beneficial outcomes do not cure absence of consent.

The autonomy principle prevails over paternalistic justification, except in genuine emergencies where consent cannot be obtained. In sporting contexts, participants consent to physical contact inherent in the sport's rules and ordinary incidents. However, conduct that is intentionally violent

and outside the rules may constitute battery. The standard is whether the contact exceeded the scope of consent reasonably inferred from participation.

The doctrine of transferred intent also applies. If a defendant intends to apply force to one person but unintentionally applies it to another, liability may still arise. Mistake of identity does not negate intention. The central focus of the battery is protection of personal autonomy against unauthorized physical intrusion. Harm magnitudes are secondary; the core wrong lies in violation of bodily integrity without lawful justification.

6. During a basketball match, X deliberately elbows Y after the whistle in frustration, causing minor injury. The best legal position is ?

a. No liability because sport implies consent

b. Only negligence applies

c. No liability because injury was minor

d. Liability because act exceeded scope of consent

7. A surgeon performs an additional cosmetic correction not discussed with the patient, believing it beneficial. What is the correct legal stance here ?

a. No liability if successful

b. Battery due to absence of consent

c. Only professional misconduct

d. Lawful under medical discretion

8. X pushes Y lightly during an argument to emphasize a point. No injury occurs. This constitutes battery because ?

a. Injury is irrelevant

b. Argument implies consent

c. Harm must be severe

d. Words alone suffice

9. X throws a stone intending to hit A but accidentally hits B. X's liability arises because ?

a. Intention to harm B is required

b. Transferred intent applies

c. Mistake negates liability

d. Only negligence applies

10. Which situation is least likely to amount to battery?

a. A deliberate slap during dispute

b. Unauthorized surgical incision

c. Accidental brushing in crowded metro

d. Intentional shove without injury

Passage 3 (P.3)

Article 141 provides that the law declared by the Supreme Court shall be binding on all courts within India. This establishes hierarchical uniformity in legal interpretation. However, only the ratio decidendi – the legal principle necessary for deciding the case – is binding. Observations not essential to the decision (obiter dicta) are persuasive but not mandatory. The doctrine operates vertically: High Courts and subordinate courts must follow Supreme Court declarations. Judicial discipline requires adherence even if the lower court disagrees with reasoning. Departure is permissible only where the precedent is distinguishable on facts or where a larger bench of the Supreme Court overrules it.

The Supreme Court itself may depart from its earlier decisions, particularly in constitutional matters, recognizing that legal interpretation evolves. Yet such departure requires careful reasoning, usually by a bench of equal or greater strength. Article 142 empowers the Court to pass orders necessary to do “complete justice” in any cause before it. This power is broad but not unbounded. It cannot be used to contravene substantive statutory provisions. Orders under Article 142 may provide equitable relief tailored to specific facts.

Unless accompanied by a declaration of law, such orders do not necessarily constitute binding precedent under Article 141. Article 143 grants advisory jurisdiction. The President may refer questions of public importance to the Supreme Court for its opinion. These opinions, while authoritative and influential, are advisory in nature and do not carry the same binding force as judgments delivered in adversarial litigation.

Thus, the constitutional architecture distinguishes between binding law (Article 141), equitable fact-specific orders (Article 142), and advisory opinions (Article 143). The authority of the Court varies depending on the constitutional source of its pronouncement.

11. A High Court refuses to follow a two-judge bench Supreme Court ruling citing academic criticism. Legally this is ?

a. Impermissible under Article 141

b. Permissible judicial independence

c. Valid if reasoned

d. Valid if later in time

12. A Supreme Court judgment includes extensive commentary unrelated to the issue decided. Legally this is ?

a. Binding ratio

b. Obiter dicta

c. Article 142 direction

d. Advisory opinion

13. An Article 142 order granting relief without declaring legal principle will ?

a. Automatically bind all courts

b. Be advisory only

c. Override conflicting statutes

d. Operate primarily within its factual context

14. An opinion under Article 143 ?

a. Has binding force identical to Article 141

b. Is unconstitutional

c. Overrides High Court judgments automatically

d. Is persuasive but advisory

15. If a smaller bench of the Supreme Court disagrees with a larger bench decision, it would ?

a. Ignore it

b. Overrule it

c. Refer matter to larger bench

d. Follow High Court instead

Answers

1. B – The goods were specific and in deliverable state, so ownership passed when the contract was made. Since risk follows ownership unless agreed otherwise, the buyer bears the loss even before delivery.

2. C – The wheat was part of a larger unidentified stock, so the goods were unascertained. Ownership cannot pass until goods are identified and appropriated to the contract, so the seller bears the risk.
3. B – Even though goods were shipped, the seller took the bill of lading in his own name, meaning he reserved the right of disposal. Because ownership had not passed, risk remained with the seller.
4. C – When goods must be weighed to determine price, they are not yet in deliverable state. Property passes only after the act is done and the buyer has notice, so ownership had not passed.
5. C – The passage repeatedly says ownership depends on intention of parties + statutory rules when intention unclear. Possession, payment, or delivery alone do not decide ownership.
6. D – Players consent to normal contact in sport, but not to intentional violence outside the rules. Elbowing after the whistle goes beyond the scope of consent, so battery applies.
7. B – Consent must be real and informed. Doing an additional procedure without permission, even if beneficial, violates bodily autonomy, which makes it battery.
8. A – Battery only requires intentional contact without consent, not injury. Even a light push during an argument counts because the contact was deliberate.
9. B – Under transferred intent, if X intended to hit A but hit B, the law treats the intention as transferred. So liability still arises even though the wrong person was hit.
10. C – In crowded places, people give implied consent to ordinary contact like brushing past. Since the contact is accidental and socially expected, it is least likely to be battery.
11. A – Article 141 makes Supreme Court law binding on all courts. A High Court cannot refuse to follow it just because scholars criticized it. Only the Supreme Court can change its own precedent.
12. B – Only the ratio decidendi is binding. Extra remarks not needed to decide the case are obiter dicta, which may guide courts but are not compulsory.
13. D – Orders under Article 142 may give complete justice in a case, but unless they declare a legal principle, they usually apply only to that case’s facts, not as binding law.
14. D – Opinions under Article 143 are advisory. They are respected and influential, but they do not have the same binding force as judgments under Article 141.

15. C – A smaller bench cannot overrule a larger bench of the Supreme Court. If it disagrees, it must refer the matter to a larger bench, maintaining judicial discipline.