BLOGS

Passage-Based Questions on Legal Reasoning for CLAT UG [Part 1]

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Passage 1 (P.1)

Freedom of speech and expression is a fundamental right in India, essential for democratic participation and accountability. However, this freedom is not absolute and may be subject to reasonable restrictions in the interest of public order, sovereignty, or security of the state. Recently, the Supreme Court clarified that journalists' articles and videos, by themselves, cannot be prima facie treated as acts threatening national unity so as to attract sedition-like charges, emphasising that any good law can be misused or abused but misuse alone does not invalidate its existence. This position reinforces the importance of safeguarding free expression while balancing state concerns.

Questions (Passage 1)

Q1. A journalist publishes a critical article questioning the functioning of a government policy. The article does not incite violence or promote public disorder. Based on the principle in the passage, which of the following is the most appropriate legal position?

a. The critical article against government falls under the ambit of reasonable restriction, and the journalist's freedom of speech and expression should be curtailed
b. The journalist can be charged with sedition as criticism weakens national unity
c. The article is protected speech unless it falls within reasonable restrictions
d. The journalist cannot be charged as fundamental rights are paramount to an individual

Q2. Which article of the Constitution deals with freedom of speech and expression , as given in the passage?

a. 19(1)(a)
b. 19(1)(b)
c. 19(1)(c)

d. 19(1)(d)

Q3. A newspaper publishes an investigative report exposing corruption, after which authorities argue that such reporting harms the image of the State. What is the correct legal position in accordance with the passage?

a. Causing harm to the state falls under the ambit of reasonable restriction

b. Investigative journalism is not restricted unless it threatens public order or security

c. A mere investigative report can cause no harm to the image of the State

d. Any report/ article criticising state should be curtailed of freedom of speech and expression

Q4. A journalist challenges a law on the sole ground that it might be misused in the future, and thus it should be struck down. Which one of the following is legally correct?

a. The law must be struck down immediately

b. The Courts can be asked to examine misuse claims

c. The word might should be taken into consideration while deciding on this matter

d. Any potential misuse cannot be a sole ground to invalidate the law

Q5. Which one of the following situations would make a "prima facie" case for imposing restrictions on freedom of speech in accordance with the passage?

a. A journalist publishes an article critically analysing government policies without any sort of violence or disruption

b. A news channel video questioning the competence of public officials and is widely shared on social media

c. A speech that explicitly incites violence and threatens public order and security of the State

d. A cartoon mocks political leaders and causes public discomfort

Passage 2 (P.2)

In modern commercial transactions, particularly those conducted through digital platforms, standard form contracts have become the norm. These contracts are typically drafted unilaterally by service providers and offered to consumers on a "take it or leave it" basis, leaving little or no room for negotiation. While such contracts promote efficiency and convenience, they also raise serious concerns regarding the quality of consent obtained from consumers, especially when contractual terms are lengthy, complex, or buried in fine print.

Courts have recognised that mere formal consent, such as clicking an “I agree” button, does not always reflect genuine or informed consent. When contractual terms are unfair, one-sided, or impose unreasonable obligations, questions arise as to whether the weaker party truly agreed to them. This concern becomes particularly acute when essential services are involved, and consumers have no realistic alternative but to accept the terms imposed.

Judicial scrutiny has therefore focused on doctrines such as unconscionability and inequality of bargaining power. Where one party exploits its dominant position to impose harsh terms, courts may refuse to enforce such provisions. However, courts have also cautioned that not every unequal contract is invalid. Interference is justified only where the imbalance is so significant that it undermines the voluntary nature of consent. This approach seeks to balance contractual freedom with the need to protect parties from exploitation in an increasingly standardised marketplace.

Questions (Passage 2)

Q6. A food delivery app requires users to accept a standard form contract containing a clause that allows the company to change prices at any time without notice, leaving users with no option to negotiate the terms. Now in this scenario which one of the following is legally correct?

a. The contract is valid because the users clicked “I agree”
b. The contract can be unenforceable if it is found to be unfair and imposed due to unequal bargaining power
c. The contract is valid as users are giving free and voluntary consent
d. Inequality in the bargaining automatically voids the contract

Q7. A consumer accepts an online subscription agreement of an OTT platform after carefully reading all its terms. The contract is standardised but does not impose unreasonable obligations. What would be a correct legal position according to the passage?

a. The contract is unenforceable because of due to lack of bargaining power
b. The contract is voidable as the consumer has not given free consent
c. The contract is enforceable as inequality in bargaining ability alone cannot make a contract invalid

d. The contract is void-ab-initio as online agreements are not considered as valid agreements

Q8. A telecom company inserts a clause in its standard contract requiring consumers to waive all their legal rights and remedies in case of service failure. Consumers have no alternative service providers. What would be a correct legal stance according to the passage in this situation?

a. The contract can be enforceable once that clause is struck down

b. The contract is enforceable as consumers consented

c. The contract automatically becomes void

d. Courts do not have a say in the matter of standard contract

Q9. Which one of the following correctly forms a Valid Contract?

a. Contracts with equal bargaining power

b. All agreements enforceable by law

c. Standard form of contracts only

d. Contracts that are voidable at the option of one party

Q10. In the context of standard form contracts, which of the following provisions discusses “free consent”?

a. Section 1-7 of the Indian Contract Act

b. Section 7-13 of the Indian Contract Act

c. Section 14-19 of the Indian Contract Act

d. Section 20-25 of the India Contract Act

Passage 3 (P.3)

The law of bail occupies a crucial position in the criminal justice system, balancing the individual’s right to personal liberty against the State’s interest in ensuring the administration of justice. The principle that “bail is the rule and jail is the exception” reflects the idea that an accused person is presumed innocent until proven guilty. Pre-trial detention, therefore, should not operate as a form of punishment. Despite this principle, concerns have been raised about prolonged incarceration of under-trial prisoners, often due to delays in investigation or trial. Courts have repeatedly emphasised that denial of bail must be based on compelling reasons, such as the likelihood of the accused fleeing justice, tampering with evidence, or committing further offences. The seriousness

of the alleged offence alone cannot automatically justify continued detention. At the same time, courts recognise that certain offences, particularly those involving grave threats to public safety or national security, may warrant stricter standards for bail. Even in such cases, judicial discretion must be exercised carefully, keeping in mind proportionality and fairness. The misuse of arrest powers or mechanical denial of bail undermines the foundational values of the criminal justice system. Thus, bail jurisprudence reflects an ongoing effort to reconcile societal interests with the fundamental importance of individual liberty.

Questions (Passage 3)

Q11. A person accused of a non-violent economic offence has been in custody for eight months due to delays in investigation. There is no evidence that the accused may tamper with evidence. Considering the following situation , what would be a correct legal stance among the following?

a. Bail must be denied because economic offence constitutes of a serious offence
b. Bail should be granted as detention would amount to unreasonable punishment
c. Detention is valid because of investigative delays
d. Bail should be given considering the nature of offence and the duration of detention period

Q12. An accused is charged with a serious offence, but the prosecution fails to show any risk of flight, evidence tampering, or repetition of the offence.What should be a correct legal position according to the passage?

a. Bail must be denied due to the seriousness of offence
b. Bail should not be denied solely on the basis of seriousness of the offence
c. Bail should be denied automatically in serious offences
d. Bail and detention should go hand-in-hand

Q13. A court denies bail in every case involving a particular offence without examining the facts of individual cases. What would be a valid position according to the passage?

a. Denial of bail in a particular offence is valid
b. Denial of bail without examining the facts may not be valid
c. Uniform denial ensures equality before law
d. Denial of bail should be done individually for each case

Q14. An accused is charged under a law relating to national security. The prosecution shows a reasonable chance that release may endanger public safety. What would be the correct option among the following?

a. Bail can be denied as the matter of offence deals with national security concerns

b. Bail must be granted as detention would amount to violation of personal liberty

c. Bail in the matter of public safety is illegal

d. Bail should be granted as detention would be unfair to the accused

Q15. The principle that "bail is the rule and jail is the exception" is primarily based on which concept?

a. Presumption of guilt

b. Presumption of innocence

c. Retributive justice

d. Rehabilitative justice

Answers

1. C– Any content is protected speech unless it falls under the ambit of reasonable restriction, and a critical article does not match the criteria of reasonable restriction
2. A – Direct Application from the Indian Contract Act
3. B – Unless public safety is concerned, freedom of speech and expression cannot be curtailed
4. D – Any potential misuse cannot be a sole ground to invalidate the law as given in the passage
5. C – As the act of this option is visible at first glance and explicitly falls under the reasonable restriction ambit
6. B – If it is proved that the contract has unequal powers of bargaining at one and consent is not freely taken, then it can be unenforceable
7. C – The contract is enforceable as inequality in the bargaining power cannot stand as a sole reason for striking it down
8. A – As the clause is mentioned as unreasonable on the basis that it does not form a free consent, and thus the contract can be enforceable if that is removed
9. B – All agreements enforceable by law form a valid contract
10. C – Direct Application

11. B – Detention in a non-serious offence and denying bail would lead to an unreasonable quantum of punishment
12. B – As given in the passage, bail cannot be solely denied due to the seriousness of the offence
13. B – Denying bail without examining the facts and nature of the offence is arbitrary
14. A – If the offence constitutes of threatening of national security, in that case ,denial of bail is valid due to the matter of public safety
15. B – As given in the passage