

BLOGS

Practice Legal Reasoning for CLAT UG 2025

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1. Principle: A contract without consideration is void unless it is a gift made out of natural love and affection.

Facts: X promises to give Y Rs. 10,000 out of love and affection. The promise is written and registered.

Is this contract valid?

- a) Yes, as it is out of natural love and affection.
- b) No, as consideration is absent.
- c) No, as it is not a valid gift.
- d) Yes, as promises are always binding.

Answer: a) Yes, as it is out of natural love and affection.

Explanation: A gift, if documented and registered, is valid even without consideration under the principle.

2. Principle: A person is presumed innocent until proven guilty.

Facts: A is accused of theft but denies the charge. The prosecution fails to provide concrete evidence.

What is the outcome?

- a) A will be punished for theft.
- b) A will not be punished due to lack of evidence.
- c) A must prove innocence.
- d) A will be fined but not jailed.

Answer: b) A will not be punished due to lack of evidence.

Explanation: The burden of proof lies on the prosecution, as per the principle of presumption of innocence.

3. Principle: An employer is liable for the acts of an employee done in the course of employment.

Facts: A delivery driver negligently hits a pedestrian while delivering goods.

Who is liable?

- a) The driver
- b) The employer
- c) Both the driver and employer
- d) Neither

Answer: b) The employer

Explanation: The employer is vicariously liable for acts done in the course of employment.

4. Principle: A person has a duty of care towards their neighbor. Negligence occurs when a person breaches this duty and causes harm.

Facts: A shopkeeper leaves a banana peel on the floor, and a customer slips and injures themselves.

Who is liable?

- a) The shopkeeper
- b) The customer
- c) Both
- d) Neither

Answer: a) The shopkeeper

Explanation: The shopkeeper breached their duty of care by failing to maintain a safe environment for customers.

5. Principle: An agreement made under coercion is voidable.

Facts: A threatens B to sign a property agreement.

Is the agreement valid?

- a) Yes, as it is a signed agreement.
- b) No, as it was made under coercion.
- c) Yes, because threats are irrelevant.
- d) No, because agreements must be verbal to be valid.

Answer: b) No, as it was made under coercion.

Explanation: Coercion invalidates the agreement under the principle.

6. Principle: A minor's contract is void ab initio.

Facts: A 16-year-old buys a car and refuses to pay later. Can the seller enforce payment?

- a) Yes, as it is a valid contract.
- b) No, as minors cannot enter into contracts.
- c) Yes, if the minor had parental consent.
- d) No, unless the minor used the car.

Answer: b) No, as minors cannot enter into contracts.

Explanation: Contracts with minors are void from the outset.

7. Principle: A person is responsible for all foreseeable consequences of their actions.

Facts: A throws a rock into a crowded street, injuring B.

Is A liable?

- a) Yes, because the injury was foreseeable.
- b) No, because it was an accident.
- c) Yes, if A intended to hurt B.
- d) No, if A apologized.

Answer: a) Yes, because the injury was foreseeable.

Explanation: A's act of throwing the rock had foreseeable harmful consequences.

8. Principle: A promise to pay a time-barred debt is enforceable if made in writing.

Facts: A owes B Rs. 50,000. After the debt becomes time-barred, A promises in writing to pay.

Is A's promise enforceable?

- a) Yes, as it is in writing.
- b) No, as the debt is time-barred.
- c) Yes, but only partially.
- d) No, unless it is notarized.

Answer: a) Yes, as it is in writing.

Explanation: The promise is enforceable under the principle.

9. Principle: A valid acceptance must be communicated to the offeror.

Facts: A offers to sell a car to B via email. B decides to buy but does not communicate this to A.

Is there a contract?

- a) Yes, as B agreed mentally.
- b) No, as acceptance was not communicated.
- c) Yes, because A made the offer.
- d) No, because B must pay first.

Answer: b) No, as acceptance was not communicated.

Explanation: A contract requires acceptance to be communicated.

10. Principle: A trespasser is liable for any damage caused during trespass.

Facts: A trespasses onto B's property and damages a fence.

Is A liable?

- a) Yes, because A caused the damage.
- b) No, because the damage was accidental.
- c) Yes, unless A was invited.
- d) No, because trespassing is unrelated to damage.

Answer: a) Yes, because A caused the damage.

Explanation: Trespassers are liable for harm caused during the act of trespassing.