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.