

BLOGS

Practice Legal Reasoning Questions for CLAT 2025

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PASSAGE 1

An indemnity contract is a legal agreement in which one party, the Indemnitor, agrees to compensate the other party, the Indemnatee, for any loss or damage that the Indemnatee may incur as a result of a specific event or occurrence. Indemnity contracts are often used in situations where one party is taking on a significant amount of risk, such as in construction or manufacturing projects.

There are two main types of indemnity contracts: express indemnity and implied indemnity. An express indemnity is a written agreement in which the Indemnitor specifically agrees to compensate the Indemnatee for any loss or damage that may occur. An implied indemnity, on the other hand, is an agreement that is inferred from the actions of the parties involved, rather than explicitly stated in writing. In order for an indemnity contract to be legally binding, it must meet certain requirements.

First, the contract must be in writing and signed by both parties. Additionally, the Indemnitor must have the legal capacity to enter into the contract, and the indemnity clause must be clear and specific. The indemnity clause must also not be too broad or vague, as this may make the contract unenforceable. Indemnity contracts can also be modified or limited by certain laws, such as laws that prohibit certain types of indemnity clauses in certain industries or that limit the amount of damages that can be recovered.

Additionally, indemnity contracts can be impacted by other legal principles such as contributory negligence, comparative fault, and statutory caps on damages. It is important for both the

Indemnitor and the Indemnitee to fully understand their obligations and rights under an indemnity contract and to seek legal advice if they have any questions or concerns. Additionally, it is important to review and update indemnity contracts regularly to ensure that they are still valid and applicable in the current circumstances.

1) In the indemnity contract between X and Y, Y agrees to indemnify X for any damages that may arise from any defects in the work performed by Y. During the project, a safety violation is found on the worksite and fines are imposed on X as a result of Y's actions. In this scenario, which of the following options is correct?

- a) X can seek reimbursement from Y for the fines imposed as a result of the safety violation as outlined in the indemnity contract.
- b) X cannot seek reimbursement from Y as the fines are a result of a criminal violation and not a defect in Y's work.
- c) Y is not responsible for reimbursing X for the fines as they were not outlined in the indemnity contract.
- d) X cannot seek reimbursement from Y as they are responsible for the safety on their own worksite.

2) In a construction project, a general contractor, G, enters into an indemnity contract with a subcontractor, S, in which S agrees to indemnify G for any damages that may arise from any defects in the work performed by S. During the course of the project, a building inspector discovers that the electrical work performed by S is faulty and causes a fire that results in damages of Rs. 5,00,000. G submits a claim to S for the damages, but S argues that the cause of the fire was actually due to a design defect in the plans provided by G. In this scenario, which of the following options is correct?

- a) G is not entitled to reimbursement from S as the cause of the damages was a design defect and not a defect in S's work.
- b) S is responsible for reimbursing G for the damages as outlined in the indemnity contract, regardless of the cause of the fire.
- c) S is not responsible for reimbursing G as the indemnity contract only covers defects in S's work.

d) The responsibility for reimbursement will be determined through a legal investigation to determine the cause of the fire and who is liable for the damages.

3) In a construction project, a developer, D, enters into an indemnity contract with a contractor, C, in which C agrees to indemnify D for any damages that may arise from any defects in the work performed by C. During the course of the project, a storm causes damage to the building and C argues that the damage was caused by an act of God and not a defect in their work. D submits a claim to C for the damages, but C disputes their liability. In this scenario, which of the following options is correct?

a) C is not responsible for reimbursing D for the damages as the damage was caused by an act of God and not a defect in C's work.

b) D is entitled to reimbursement from C as outlined in the indemnity contract, regardless of the cause of the damage.

c) The responsibility for reimbursement will be determined by the specific language of the indemnity contract.

d) D is not entitled to reimbursement as they should have taken their own precautions to protect the building from weather-related damage.

4) A manufacturing company, M, enters into a contract with a supplier, S, in which S agrees to indemnify M for any damages that may arise from any defects in the raw materials supplied by S. After the materials are delivered and used in M's production process, it is discovered that the materials contain a dangerous chemical that causes harm to M's employees. M submits a claim to S for damages incurred as a result of the chemical exposure, but S argues that they were not aware of the dangerous chemical and that it was not a defect in their materials. In this scenario, which of the following options is correct?

a) S is responsible for reimbursing M for the damages as outlined in the indemnity contract, regardless of whether they were aware of the dangerous chemical.

b) M is not entitled to reimbursement as they should have done their own testing to ensure the safety of the materials.

c) The responsibility for reimbursement will be determined by the specific language of the indemnity contract.

d) S is not responsible for reimbursing M as they were not aware of the dangerous chemical in their materials.

5) A software development company, S, enters into a contract with a client, C, in which S agrees to indemnify C for any damages that may arise in the software developed by S. After the software is delivered, C discovers a security vulnerability in the code that allows unauthorized access to sensitive data. C submits a claim to S for damages incurred as a result of the security breach, but S argues that the vulnerability was not a defect in their work, but rather an oversight in C's own security protocols. In this scenario, which of the following options is correct?

- a) C is not entitled to reimbursement from S as the security vulnerability was an oversight in C's own security protocols.
- b) S is responsible for reimbursing C for the damages as outlined in the contract, regardless of the cause of the security breach.
- c) S is not responsible for reimbursing C as the contract only covers defects in S's work.
- d) The responsibility for reimbursement will be determined through a legal investigation to determine the cause of the security breach and who is liable.

PASSAGE 2

In the legal system, negligence is a failure to exercise the level of care that a reasonable person would have exercised in the same circumstances. The key elements of a negligence claim are duty, breach, causation and damages. Duty refers to the legal obligation to exercise a certain level of care in a particular situation.

Breach refers to a failure to fulfil that duty, such as a failure to maintain a safe premise. Causation refers to the connection between the breach and the resulting injury. And Damages refer to the loss or harm suffered by the plaintiff as a result of the breach.

Negligence can also be categorized as gross negligence, which is a heightened form of negligence that involves a reckless disregard for the safety of others. Gross negligence is characterized by a lack of care that is so severe that it shows a complete disregard for the lives or safety of others. In determining negligence, courts often use a "reasonable person" standard, which compares the

defendant's conduct to that of a hypothetical reasonable person in the same circumstances.

This standard considers factors such as the defendant's training, experience, and the risks involved in the situation. Another important concept in negligence cases is contributory negligence. This is a defence that can be used by the defendant to reduce or eliminate their liability if the plaintiff's own actions contributed to their injuries.

In some jurisdictions, if the plaintiff is found to be even slightly at fault for their own injuries, they will be barred from recovery. Negligence can also give rise to a claim for vicarious liability, which holds an employer liable for the negligent actions of their employees. This is based on the principle that an employer is responsible for the actions of their employees while they are acting within the scope of their employment.

In order for a plaintiff to successfully bring a claim for negligence, they must be able to prove each of the elements of negligence: duty, breach, causation, and damages. It is important to note that proving negligence can be a complex and difficult task, as it requires a thorough understanding of the relevant legal principles and evidence.

6) In a scenario where a construction company, ABC Inc., is building a new high-rise building in a bustling city. During the construction process, the company fails to properly secure a crane, resulting in the crane falling and causing severe damage to a nearby building and injuring several people. The owner of the damaged building and the injured parties decide to file a lawsuit against ABC Inc. for negligence. Which of the following is the most likely outcome of the lawsuit against ABC Inc.?

- a) ABC Inc. will be found not liable for the damages and injuries caused by the crane falling, as they had no prior knowledge of the crane being unstable.
- b) ABC Inc. will be held liable for the damages and injuries caused by the crane falling, as they had a duty to properly secure the crane and failed to do so.
- c) ABC Inc. will be found not liable for the damages and injuries caused by the crane falling, as they were not directly responsible for operating the crane.
- d) ABC Inc. will be held liable for the damages and injuries caused by the crane falling, as they are a large corporation and have the resources to compensate the victims.

7) Imagine a scenario where a medical practitioner, Dr. Smith, is treating a patient for a chronic illness. During the course of treatment, Dr. Smith prescribes a medication that

the patient is allergic to, resulting in serious complications and hospitalization. The patient decides to file a lawsuit against Dr. Smith for negligence. Which of the following is the most likely outcome of the lawsuit against Dr. Smith?

- a) Dr. Smith will be found not liable for the complications and hospitalization caused by the medication, as he had no prior knowledge of the patient's allergy.
- b) Dr. Smith will be held liable for the complications and hospitalization caused by the medication, as he had a duty to properly diagnose and treat the patient and failed to do so.
- c) Dr. Smith will be found not liable for the complications and hospitalization caused by the medication, as the patient did not inform him of his allergy.
- d) Dr. Smith will be held liable for the complications and hospitalization caused by the medication, as he is a highly qualified and experienced medical practitioner.

8) A technology company, XYZ Inc., is developing a new software program for a government agency. During the development process, the company uses a third-party vendor to handle the testing and quality assurance of the program. However, it is later discovered that the vendor used flawed testing methods, leading to multiple security vulnerabilities in the program. As a result, sensitive government data is compromised and the agency sues XYZ Inc. for negligence. Which of the following is the most likely outcome of the lawsuit against XYZ Inc.?

- a) XYZ Inc. will be found not liable for the data breach, as they had no prior knowledge of the vendor's flawed testing methods.
- b) XYZ Inc. will be held liable for the data breach, as they had a duty to properly supervise and ensure the quality of the vendor's work and failed to do so.
- c) XYZ Inc. will be found not liable for the data breach, as they were not directly responsible for the vendor's actions.
- d) XYZ Inc. will be held liable for the data breach, as they are a large and well-established company and have the resources to compensate the government agency.

9) A trucking company, ABC Logistics, is transporting hazardous materials across state lines. During the transportation, one of the trucks in the company's fleet is involved in

an accident, causing the release of the hazardous material and resulting in significant environmental damage and harm to local residents. The state government and affected residents decide to file a lawsuit against ABC Logistics for negligence. Which of the following is the most likely outcome of the lawsuit against ABC Logistics?

- a) ABC Logistics will be found not liable for the environmental damage and harm caused by the accident, as they had no prior knowledge of the truck being unsafe.
- b) ABC Logistics will be held liable for the environmental damage and harm caused by the accident, as they had a duty to properly maintain and inspect their fleet of trucks and failed to do so.
- c) ABC Logistics will be found not liable for the environmental damage and harm caused by the accident, as the driver of the truck was at fault for the accident.
- d) ABC Logistics will be held liable for the environmental damage and harm caused by the accident, as they are a large and well-established company and have the resources to compensate the state government and affected residents.

10) A construction company, DEF Builders, is building a high-rise apartment complex. During the construction process, DEF Builder's employees install the electrical systems in the building. However, it is later discovered that they cut corners and used substandard materials, leading to multiple electrical fires and injuries to residents. As a result, the residents decide to file a lawsuit against DEF Builders for negligence. Which of the following is the most likely outcome of the lawsuit against DEF Builders?

- a) DEF Builders will be found not liable for the injuries caused by the electrical fires, as they had no prior knowledge of the sub-contractors use of substandard materials.
- b) DEF Builders will be held liable for the injuries caused by the electrical fires, as they had a duty to properly supervise and ensure the quality of the employee work and failed to do so.
- c) DEF Builders will be found not liable for the injuries caused by the electrical fires, as the sub-contractor was solely responsible for the poor work.
- d) DEF Builders will be found not liable for the injuries caused by the electrical fires, as the building code did not require them to supervise the subcontractor's work.

Answers

1) Option A

In the indemnity contract between X and Y, Y agrees to indemnify X for any damages that may arise from any defects in the work performed by Y. The fines imposed as a result of the safety violation on the worksite would be considered damages arising from Y's actions and thus, Y would be responsible for reimbursing X for those fines as outlined in the indemnity contract.

Option B is incorrect because the fines are a result of a safety violation and not a criminal violation. The indemnity contract specifically states that Y will indemnify X for any damages arising from defects in Y's work, and the safety violation is a defect in Y's work.

Option C is incorrect because Y is responsible for reimbursing X for the fines as they are outlined in the indemnity contract. The fact that the specific type of damages (fines) were not outlined in the contract does not absolve Y of their responsibility to indemnify X.

Option D is incorrect because while X is ultimately responsible for the safety on their own worksite, the indemnity contract between X and Y shifts some of that responsibility to Y. Y has agreed to indemnify X for any damages arising from defects in their work, and the safety violation is a defect in Y's work. Therefore, Y is responsible for reimbursing X for the fines imposed as a result of the violation.

2) Option B

Option A is incorrect because while the cause of the fire may have been a design defect, the indemnity contract between G and S states that S is responsible for indemnifying G for any damages that may arise from any defects in the work performed by S. This means that S is responsible for reimbursing G for the damages, regardless of the cause of the fire.

Option B is correct because the indemnity contract between G and S states that S is responsible for indemnifying G for any damages that may arise from any defects in the work performed by S. This means that S is responsible for reimbursing G for the damages, regardless of the cause of the fire.

Option C is incorrect also incorrect as per the above explanations. Option D is incorrect because the indemnity contract between G and S states that S is responsible for indemnifying G for any damages that may arise from any defects in the work performed by S. This means that S is

responsible for reimbursing G for the damages, regardless of the cause of the fire. The responsibility for reimbursement is not up to a legal investigation.

3) Option A

Option A is correct because in this case damage arose due to an act of god and not a defect in their work so C is not responsible.

4) Option A

Option A is correct because in the facts S agree to indemnify M for any damages that may arise from any defect in the raw material supplied by S and it was discovered that material contained dangerous chemical causing harm to M's employee's.

5) Option B

Option B is correct because it states that S is responsible for reimbursing C for the damages as outlined in the contract, regardless of the cause of the security breach. This is in line with the indemnity contract between S and C, in which S agreed to indemnify C for any damages that may arise from any defects in the software developed by S. Indemnity contracts typically shift the risk of loss from one party to another and in this case, S has assumed the risk of loss for any damages that may arise from defects in their software.

Therefore, even if the security vulnerability was caused by an oversight in C's own security protocols, S would still be responsible for reimbursing C for the damages as outlined in the contract.

Option A is incorrect because the indemnity contract between S and C states that S will indemnify C for any damages that may arise from any defects in the software developed by S. The security vulnerability that allows unauthorized access to sensitive data could be considered a defect in the software, and thus S would be responsible for reimbursing C for the damages incurred as a result of the security breach, as outlined in the contract.

Option C is also incorrect, as the contract covers any damages arising from defects in the software developed by S. Option D is not correct, as the responsibility for reimbursement is already stated in the contract, a legal investigation is not necessary.

6) Option B

Option B is correct because ABC Inc. had a duty to properly secure the crane as a part of their responsibility as a construction company. The fact that the crane fell and caused damage to a nearby building and injured several people suggests that they failed to fulfil this duty. This failure to fulfil a duty of care is a key element of negligence, and so ABC Inc. would likely be held liable for the damages and injuries caused by the crane falling.

Option A is incorrect because having prior knowledge of the crane being unstable is not a necessary condition for negligence. Even if ABC Inc. did not have prior knowledge of the crane being unstable, they still had a duty to properly secure the crane, and their failure to do so would still constitute negligence.

Option C is incorrect because being directly responsible for operating the crane is not a requirement for liability in negligence. As the construction company, ABC Inc. had a responsibility to ensure the safety of the construction site, and their failure to properly secure the crane would still be considered negligent regardless of whether or not they were directly responsible for operating the crane.

Option D is incorrect because the size of the corporation or their resources to compensate victims is not a factor in determining liability for negligence. Liability for negligence is based on whether or not a duty of care was breached and not on the size of the corporation.

7) Option B

Option B is correct. Dr. Smith has a duty to properly diagnose and treat the patient, and prescribing a medication the patient is allergic to would be a failure to meet that duty. As a result, Dr. Smith would likely be held liable for the complications and hospitalization caused by the medication.

Option A is incorrect because even if Dr. Smith had no prior knowledge of the patient's allergy, they still have a duty to properly diagnose and treat the patient, and prescribing a medication that causes an allergic reaction would be a failure to meet that duty.

Option C is incorrect because even if the patient did not inform Dr. Smith of their allergy, Dr. Smith still has a duty to properly diagnose and treat the patient, and it would be expected that they would take steps to ensure that any medication prescribed would not cause an allergic reaction.

Option D is incorrect because being a highly qualified and experienced medical practitioner does not excuse Dr. Smith from their duty to properly diagnose and treat the patient, and does not mean they cannot be held liable for any negligence in doing so.

8) Option B

Option A is incorrect because, even though XYZ Inc. did not have prior knowledge of the vendor's flawed testing methods, they still had a duty to properly supervise and ensure the quality of the vendor's work. By failing to do so, they may be held liable for the data breach.

Option B is correct because, as stated in the scenario, XYZ Inc. had a duty to properly supervise and ensure the quality of the vendor's work and failed to do so, leading to the data breach. The government agency gave the task to them and not the third-party vendor. Therefore, they failed to perform their duty.

Option C is incorrect because, while the vendor may have been the one to actually carry out the flawed testing methods, XYZ Inc. had a responsibility to properly oversee and ensure the vendor's work was of high quality. By failing to do so, they may be held liable for the data breach.

Option D is incorrect because, while XYZ Inc. may have resources to compensate the government agency, the outcome of the lawsuit will be determined by their legal liability for the data breach, not their financial resources.

9) Option B

Option A is incorrect because the company has a duty to ensure that their fleet of trucks are safe and fit for operation. If the truck that was involved in the accident was found to be unsafe, it would be the company's responsibility to maintain and inspect their fleet of trucks and make sure that they are in good working condition.

Option B is correct because it states that ABC Logistics will be held liable for the environmental damage and harm caused by the accident, as they had a duty to properly maintain and inspect their fleet of trucks and failed to do so. This implies that the company may have failed to take reasonable care in maintaining and inspecting their fleet of trucks, which could have contributed to the accident.

Option C is incorrect because the company has a duty to ensure that their fleet of trucks are safe and fit for operation. Even if the driver of the truck was at fault for the accident, the company would still be held liable for its failure to properly maintain and inspect its fleet of trucks.

Option D is incorrect because the size and establishment of the company are not relevant to determining liability in this situation. The company would be held liable for the environmental damage and harm caused by the accident due to its failure to properly maintain and inspect its fleet of trucks. The size and establishment of the company would not affect the outcome of the lawsuit.

10) Option B

Option B is correct because DEF Builders had a duty to properly supervise and ensure the quality of the employee's work and if it is found that they failed to do so and that failure resulted in injury, they can be held liable for negligence.

Option A is incorrect because DEF Builders had a responsibility to ensure the quality of the employee's work, regardless of whether they had prior knowledge of the substandard materials used.

Option C is incorrect because while the employees may have been solely responsible for the poor work, DEF Builders as the general contractor still had the responsibility to ensure the safety of the building for the residents and could have been held liable for not properly supervising and ensuring the quality of the employee's work.

Option D is incorrect because while DEF Builders had a responsibility to ensure the safety of the building for residents, it does not necessarily mean they will be held liable for the injuries caused by the electrical fires. Liability in this scenario would depend on factors such as whether DEF Builders exercised reasonable care in supervising and ensuring the quality of the sub-contractor's work, and whether the sub-standard materials used by the employees were a direct cause of the fires and injuries. Without further information on the specifics of DEF Builders' actions and the cause of the fires, it is not possible to definitively say whether they will be held liable or not. In this case, they failed to properly supervise the employee's work and hence, are liable.

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