BLOGS

Principle Fact Questions for CLAT UG 2025

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1. Principle: An agreement in restraint of marriage is void.

Facts: A agrees to pay B Rs. 1,00,000 if B does not marry for five years.

Is the agreement valid?

a) Yes, as it involves money.

b) No, as it restrains marriage.

c) Yes, if B agrees.

d) No, unless it is a mutual agreement.

Answer: b) No, as it restrains marriage.

Explanation: Such agreements are void under the principle.

2. Principle: A company is a separate legal entity from its shareholders.

Facts: A company incurs debts, and the creditors sue the shareholders personally.

Are the shareholders liable?

a) Yes, as they own the company.

b) No, as the company is a separate legal entity.

c) Yes, if the company is insolvent.

d) No, unless the shareholders guaranteed the debts.

Answer: b) No, as the company is a separate legal entity.

Explanation: Shareholders have limited liability under company law.

3. Principle: A person cannot claim damages for a self-inflicted injury.

Facts: A jumps out of a moving bus and gets injured.

Can A sue the bus company?

a) Yes, because the bus was moving.

b) No, because A acted negligently.

c) Yes, if the driver was speeding.

d) No, unless A was pushed.

Answer: b) No, because A acted negligently.

Explanation: Self-inflicted injuries do not attract liability from others.

4. Principle: Ignorance of the law is no excuse.

Facts: A claims they were unaware of a law prohibiting littering and is fined.

Is the fine valid?

a) Yes, because ignorance of the law is no excuse.

b) No, because A did not know the law.

c) Yes, if A refuses to pay.

d) No, unless A was warned first.

Answer: a) Yes, because ignorance of the law is no excuse.

Explanation: The principle applies universally.

5. Principle: A gift must be accepted to be valid.

Facts: A offers to gift a car to B, but B does not accept it.

Is the gift valid?

a) Yes, because A made the offer.

b) No, because B did not accept.

c) Yes, if A changes their mind.

d) No, unless the gift is registered.

Answer: b) No, because B did not accept.

Explanation: Acceptance is essential for a valid gift.

6. Principle: Nuisance is an unlawful interference with a person’s use or enjoyment of land.

Facts: A operates a factory emitting smoke, affecting B’s residence.

Can B sue A?

a) Yes, because the smoke is a nuisance.

b) No, because factories are necessary.

c) Yes, if B proves inconvenience.

d) No, if A has a license.

Answer: a) Yes, because the smoke is a nuisance.

Explanation: Emissions affecting enjoyment of property are a nuisance.

7. Principle: A person is liable for defamation if they publish a false statement harming another's reputation.

Facts: A writes a false article about B, causing harm to B's reputation.

Is A liable?

a) Yes, because the statement was false and published.

b) No, because it was an opinion.

c) Yes, if B files a complaint.

d) No, unless A apologizes.

Answer: a) Yes, because the statement was false and published.

Explanation: Defamation involves publishing false statements harming reputation.

8. Principle: A minor cannot appoint an agent.

Facts: A 17-year-old appoints B as their agent.

Is the appointment valid?

a) Yes, because B accepted.

b) No, because A is a minor.

c) Yes, if A acts responsibly.

d) No, unless B is an adult.

Answer: b) No, because A is a minor.

Explanation: Minors lack the capacity to appoint agents.

9. Principle: No one can transfer a better title than they possess.

Facts: A sells stolen goods to B.

Can B claim ownership?

a) Yes, because B paid for them.

b) No, because A had no title.

c) Yes, if B was unaware of the theft.

d) No, unless A returns the money.

Answer: b) No, because A had no title.

Explanation: Ownership cannot be transferred without valid title.

10. Principle: A person cannot enforce an immoral contract.

Facts: A agrees to pay B for committing a crime.

Can B enforce the contract?

a) Yes, because it was an agreement.

b) No, because it was an immoral contract.

c) Yes, if A refuses to pay.

d) No, unless B proves loss.

Answer: b) No, because it was an immoral contract. **Explanation**: Immoral agreements are unenforceable.