BLOGS

Sample Legal Reasoning Questions for CLAT 2024

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PASSAGE

The Supreme Court on Friday decided to use technology more in judicial proceedings. keeping in mind the prevailing COVID-19 situation and directed that court summons and Notices can be served to people through emails, faxes, and instant messaging applications like WhatsApp.

The top court had earlier taken suo motu cognizance of the difficulties faced by litigants during a lockdown and had decided to extend the period of limitation prescribed under laws for initiating arbitral proceedings and check bounce cases with effect from March 15 until further orders.

The top court allayed Venugopal's apprehension that he was not comfortable with the service of the summons and notices through WhatsApp, as it has been a "completely encrypted platform."

It said that the blue tick feature of the messaging application can be used to prove the service of the court's notices under the Evidence Act and If the application is deactivated, then it cannot be proven, and hence such services can be used.

On the extension of the limitation period for filing cheque dishonor cases under Section 138 of the Negotiable Instruments Act, the apex court said that it will not intervene. "Only the RBI has the authority to extend this time period. Under Section 35A of the Banking Regulation Act, we don't consider it appropriate to interfere with the deadline prescribed by the RBI."

The Apex court then allowed the modification plea and said that the 12-month time period under the law to complete arbitral proceedings be allowed to remain in force. The bench then dealt with a provision related to the functioning of Commercial Courts and said that the limitation period fixed for mediation will be extended by 45 days after lifting the lockdown.

The Apex court took note of the submission of senior advocate Shyam Divan said that the lifting of lockdown was a vague term, and even after its lifting, certain areas that are still declared containment zones have the earlier problems. The Apex court said that it was a valuable

suggestion, and it would like to deal with the term lifting of lockdown.

Earlier, it had extended the period of limitation prescribed under laws for initiating arbitral proceedings and the check bounce cases with effect from March 15 until further orders. The The Arbitration and Conciliation Act, of 1996, and the Negotiable Instruments Act, of 1881, provide fixed time periods for litigants to initiate arbitral proceedings and cheque dishonor cases.

They become time-barred if filed after the statutory periods. Prior to this, the top court on March 23 invoked its plenary powers under Article 142 of the Constitution to extend limitation period of appeals from high courts or tribunals on account of coronavirus (Covid) 19 pandemic.

[Extracted, with edits and revisions, from SC, which allows email, fax, and messaging apps for the service of notices and summons by The Business Standard, July 10, 2020]

1. The top court had earlier taken suo motu cognizance of difficulties faced by litigants during the lockdown and had decided to extend the period of limitation prescribed under laws for initiating arbitral proceedings and the check bounce cases with effect from March 15 till further orders Here, Suo Motu Cognizance means:

a. A court takes Suo Motu Cognizance of a legal matter at the request of the government.

b. Suo Motu Cognizance: actions taken by Indian courts as a reflection of the overreaching judicial activism.

c. A court takes Suo Motu Cognizance of a legal matter when it receives information about the violation of rights or breach of duty through the media or a third party's notification.

d. Suo Motu Cognizance means the Government taking actions on its own accord.

2. The top court allayed the apprehension of Venugopal that he was not comfortable with the service of the summons and notices through WhatsApp, as it has been a completely encrypted platform.

a. The author explains that the Court resonated with the apprehension of Mr. Venugopal on the service of the summons and notice through WhatsApp owing to its completely encrypted platform.

b. The author explains that the Court put the apprehension of the Attorney General of India to rest regarding the service of the summons and notice through WhatsApp owing to its completely encrypted platform.

c. Mr. Venugopal made a compelling argument and convinced the court of his apprehensions concerning the completely encrypted platform of WhatsApp.

d. The Court built on Mr. Venugopal's comfort and ordered that court summons and Notices can be served to persons through emails, faxes, and instant messaging applications like WhatsApp.

3. Ram has been suffering at the behest of COVID-19. His mother fell sick, and then his whole family. He has been served a summons via WhatsApp to present himself in a cheque dishonor case. Which of the below is a possible recourse available to Ram in consonance with the facts given in the passage?

a. Ram can plead that he could not have honored the check since all his savings went into paying the skyrocketing hospital bills for his family and considering the extenuating circumstance, he should be absolved of his debt.

b. Ram can ignore the summons and not reply to the same since, under law, his contractual obligation of repaying his debt will be waived due to the existence of a supposed force majeure clause he read about on WhatsApp.

c. Ram can prove in court that he did not receive any notice or summons since he does not have WhatsApp installed on his phone, and therefore he will not be held liable for contempt of court while also signing an undertaking to fulfill his obligations at a later date with the applicable interest.

d. Ram can plead that he has been rendered insolvent, and the court can initiate bankruptcy proceedings against him under the Insolvency and Bankruptcy Code, 2016.

4. Why is a person liable under the Arbitration and Conciliation Act, 1996, and the Negotiable Instruments Act, 1881, to initiate arbitral proceedings and check dishonor cases in a stipulated period of time.

a. Ignorantia juris non excusat

b. The court does not wait for the idle; therefore, any claims or action beyond the statutory limitation period is barred even if part payment is made or the contract is renewed within the stipulated time frame.

c. The person is time-barred, i.e., barred by the passage of time under a statute of limitations, the statute of repose, or procedural rule even if part payment is made or the contract is renewed within the stipulated time frame.

d. The court does not wait for the idle; therefore, any claims or action beyond the statutory limitation period is barred unless part payment is made or the contract is renewed within the stipulated time frame.

5. What is the correct interpretation of 'invoked its plenary powers under Article 142 of the Constitution'?

a. The court used its ordinary power of judicial review to extend the limitation period of appeals from high courts or tribunals on account of coronavirus (Covid-19) pandemic.

b. The court empowered by the Constitution, in the exercise of its jurisdiction, may pass such decree or make such order as is necessary for doing complete justice in any cause or matter pending before it.

c. The court, under the garb of the constitution, acts on its own whims and fancies.

d. The court uses the supremacy of its power to override existing legislation by the Parliament.

ANSWER KEY

1. The correct answer is (c)

A court takes Suo Motu Cognizance of a legal matter when it receives information about the violation of rights or breach of duty through media or a third party's notification. Options (a), (b), and (d) are incorrect due to false information.

2. The correct answer is (b)

The author explains that the Court put the apprehension of the Attorney General of India to rest regarding the service of summons and notice through WhatsApp owing to its completely encrypted platform. Option (a), (c), and (d) have an incorrect interpretation of facts.

3. The correct answer is (c)

Ram can prove in court that he did not receive any notice or summon since he did not have Whatsapp installed on his phone and therefore he will not be held liable for contempt of court while also signing an undertaking to fulfill his obligations at a later date with the applicable interest. Option (a) cannot be derived from the facts of the passage. Option (b) and (d) are incorrect due to false/ misleading information.

4. The correct answer is (d)

The court does not wait for the idle therefore any claims or action beyond the statutory limitation period is barred unless part payment is made or the contract is renewed within the stipulated time frame.

Option (a) is too vague. Option (b) and (c) are incorrect since ‘If part payment is made or the contract is renewed within the stipulated time frame, the time period is also extended accordingly.’

5. The correct answer is (b)

The court empowered by the Constitution, in the exercise of its jurisdiction, may pass such decree or make such order as is necessary for doing complete justice in any cause or matter pending before it.

Option (a) is incorrect due to the use of ‘judicial review’ as a principle to explain ‘plenary powers’ under Article 142’ which is false information. Option (c) and (d) are incorrect because they have misleading information.

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