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Legal Aptitude MCQs – Commonly Asked Questions for Exams – Must Know Topics and Concepts Part 4

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23. Legal Principle Whoever voluntarily obstruct any person to prevent that person proceeding in direction in which that person has a right to proceed is said to wrongfully restrain that person.

Factual Situation A in his car moving on a highway was stopped by Z to robbed him, but except car A had nothing with him Z allows him to go as Z does not know how to drive. Here

- a) Z attempts to commit robbery
- b) Z committees' robbery and wrongfully restraint
- c) Z commits only wrongful restraint
- d) Z commits attempt to wrongful restraint

Ans: (b)

24. Legal Principle Whoever enters into or upon property in the possession of another with the intent to commit an offence or to intimidate insult or annoy any person in possession of such property or having lawfully entered into or upon such property, unlawfully remains there with intimidate to intimidate insult or annoy any such person or with intent to commit on offence is said to commit 'Criminal trespass'.

Factual Situation A after preparing to commit theft in 'B' house breaks and could open the lock and enter the house of B but could not succeeded due to raising of alarm by neighbour. Here

- a) A commits offence of theft
- b) A commit attempts to theft
- c) A commits criminal trespass
- d) A commits no offence

Ans: (c)

25. Legal Principle Compensation for loss or damage caused by breach of contract - When a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of thing from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it.

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Such compensation is not to be given for any remote and indirect loss or damage sustained by reason of the breach.

Factual Situation A contracts to buy of B, at a stated price, 50 mounds of rice, no time being fixed for delivery. An afterwards informs B that he will not accept the rice if tendered to him. B is entitled to receive from A, by way of compensation, the amount, if any, by which the contract price exceeds that which B can obtain for the rice at the time when A informs B that he will not accept it.

In case of breach of contract, compensation can be claimed under Section 73.

- a) for remote consequence of the breach
- b) for the proximate and natural consequences of breach
- c) for indirect consequence of the breach
- d) All of the above

Ans: (b)

26. Legal Principle 'Contract of indemnity' is defined as- A contract by which one party promises to save the other from loss caused to him by the conduct of the promisor himself, or by the conduct of any other person, is called a 'contract of indemnity'.

Factual Situation A contracts to indemnify B against the consequences of any proceeding which C may take against B in respect of a certain sum of ₹ 200. This is a contract of indemnity.

A contract of indemnity as a contract by which one party promises to save the other party from the loss caused to him by the conduct of the promisor himself or of any other person has been defined.

- a) under Section 124
- b) under Section 125
- c) under Section 123
- d) under Section 126

Ans: (a)

27. Legal Principle 'Continuing guarantee' – A guarantee which extend to a series of transactions, is called a 'continuing guarantee'.

Factual Situation A, inconsideration that B will employ C in collecting the rents of B's zamindari, promises B to be responsible, to the amount of ₹ 5000, for the due collection and payment by C of those rents. This is a continuing guarantee.

A continuing guarantee applies to

- a) a specific transaction
- b) a specific number of transactions
- c) any number of transactions
- d) reasonable number of transactions

Ans: (a)

28. Legal Principle 'Agent' and 'principal' defined - An 'agent' is a person employed to do any act for another, or to represent in dealings with third person. The person for whom such act is done, or who is so represented, is called the 'principal.'

Agent is

- a) person employed to do any act for another to represent in dealings with third person.
- b) person for when the act is done or who is represented in dealings with third person
- c) person from whom the person employed to any act, must get the work done.
- d) All of the above

Ans: (a)

29. Legal Principle The abetment of an offence, being an offence, the abetment of such an abetment is also an offence.

Factual Situation A instigates B to instigate C to murder Z. B accordingly instigates C, a lunatic to murder Z and C commits that offence in consequence of B's instigation.

- a) B is liable to be punished for his offence with the punishment for murder
- b) An instigated B to commit the offence, A is also liable to the same punishment
- c) A is not liable only B is liable for abetment
- d) Both (a) and (b)

Ans: (d)

30. Legal Principle What is a sound mind for the purposes of contracting - A person is said to be of sound mind for the purpose of making a contract, if, at the time when he makes it, he is capable of understanding it and of forming a rational judgment as to its effect upon his interests.

A person who is usually of unsound mind, but occasionally of sound mind, may make a contract when he is of sound mind.

A person who is usually of sound mind, but occasionally of unsound mind, may not make a contract when he is unsound mind.

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Factual Situation A patient in a lunatic asylum, who is, at intervals, of sound mind, may contract during those intervals.

Misrepresentation under Section 18 means

- a) the positive assertion, in a manner not warranted by the information of the person making it, of that which is not true, though he believes it to be true
- b) any breach of duty which, without an intent to deceive, gains an advantage of the person committing it; or anyone claiming under him, by misleading another to his prejudice, or to the prejudice of anyone claiming under him
- c) causing, however innocently, a party to an agreement, to make a mistake as to the substance of the thing which is the subject of the agreement.
- d) All of the above

Ans: (d)

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