

SURYA LAW ACADEMY
ANSWER KEY WITH EXPLANATIONS
SLA CLAT Sectional Test — Legal Reasoning Set 1 (Session 2026-27)

PASSAGE 1 (Q1–Q6)

- Q1. (B)** The passage treats "prosecuted" and "punished" as conjunctive: a mere acquittal is not a punishment, so Article 20(2) does not bar a retrial ordered after an appellate court sets aside that acquittal. The Reason states this exactly and explains the Assertion correctly.
- Q2. (B)** The two trials concern the identical statutory offence, and Rakesh has both been prosecuted and completed a punishment for it, so a second trial for that very offence is exactly what Article 20(2) bars. A new witness surfacing afterwards does not reopen a completed, punished prosecution.
- Q3. (A)** The customs authorities' confiscation and penalty order was an administrative act, not a prosecution before a court or judicial tribunal, so Article 20(2) was never engaged by the first proceeding at all, however punitive its effect felt to Meera. A second, genuine prosecution therefore is not barred.
- Q4. (C)** The two provisions require proof of different ingredients: breach of trust turns on misappropriating entrusted property, while the Insurance Act provision turns on a false statement made to obtain a benefit. Since the ingredients differ, the two are not the "same offence in law," even though one transaction underlies both trials.
- Q5. (D)** Article 20(2) compares the legal ingredients each provision demands, not the Act or legislature under which it is enacted. Since both provisions here require proof of exactly the same two ingredients, they punish the same offence in law, so the second trial is barred.
- Q6. (D)** The passage treats "prosecuted" and "punished" as two separate, cumulative requirements, and a conviction without a pronounced sentence is not yet a "punishment." Since Rohit was never actually punished for the offence, Article 20(2)'s bar was never attracted, so the fresh trial is not barred.

PASSAGE 2 (Q7–Q12)

- Q7. (A)** The passage states the Section 37 carve-out is lost the instant the public servant's own act raises a reasonable apprehension of death or grievous hurt, reviving the general right in full. Statement A wrongly claims the loss is permanent, so it is the one that is NOT true.
- Q8. (C)** An armed lunge threatening to kill is exactly the kind of assault Section 38 BNS lists as raising apprehension of death, so the right of private defence extends to causing death here. Ganesh's claim succeeds under the passage's stated threshold.
- Q9. (D)** A single unarmed slap causing only simple hurt is not among Section 38's enumerated grave circumstances, so the general right of private defence exists but does not extend to taking life. Kunal exceeded the right by killing Dinesh over a minor assault.
- Q10. (B)** Section 37 BNS removes the right entirely where the aggressor is a public servant acting in good faith under colour of office, his act raises no apprehension of death or grievous hurt, and there was time to seek public authorities — all three hold here.
- Q11. (C)** The passage states the Section 37 carve-out is lost the instant the public servant's own act raises a reasonable apprehension of death or grievous hurt, reviving the general right of private defence in full, so Naresh's defence to causing death stands.
- Q12. (B)** Section 37 BNS's second, independent limb removes the right of private defence entirely whenever there was time to have recourse to public authorities, regardless of who the aggressor is. The visibly available police patrol satisfies exactly this condition.

PASSAGE 3 (Q13–Q18)

- Q13. (A)** Statement I is false: the passage says not every contract of adhesion is automatically suspect. Statement II is false: a court may not rewrite a bargain merely because it left one side worse off. Only Statement III matches Section 23's other, non-public-policy grounds.
- Q14. (A)** The clause was imposed by a party with overwhelmingly superior bargaining power on employees who had no real choice but to sign, and it is unduly one-sided (arbitrary termination, no reason, no hearing) — exactly the combination the passage voids under Section 23.
- Q15. (C)** The doctrine requires both gross inequality of bargaining power and an absence of meaningful choice. Two commercially comparable companies bargaining at arm's length lack both elements, so a harsh term they freely negotiated stays valid even though it later disadvantaged one side.
- Q16. (B)** This clause is void independently of any bargaining-power question: letting a party escape a statutory penalty through private indemnity defeats the regulatory law's deterrent purpose, which Section 23 voids on its own terms, even between two equally matched commercial parties.
- Q17. (D)** The doctrine only strikes down terms that are unduly harmful, oppressive or one-sided; a routine, evenly-applied notice clause causing no particular hardship does not meet that description, so unequal bargaining power alone does not make it void.
- Q18. (D)** The passage states the term is void as opposed to public policy whether or not the weaker party can show actual fraud or coercion, so the absence of proven fraud does not defeat the worker's challenge to an otherwise unduly one-sided clause.

PASSAGE 4 (Q19–Q24)

- Q19. (B)** The passage states the doctrine rests on exactly these two conditions holding together: exclusive management or control over the instrumentality, and an accident of a kind that would not ordinarily happen absent negligence. The other options invent conditions the passage never states.
- Q20. (C)** The footbridge was solely within the corporation's control and does not ordinarily collapse without negligence, so the inference arises; a general denial of fault, without a specific positive account, is not the "adequate explanation" the passage requires to displace that inference.
- Q21. (A)** An undiscoverable latent defect that even a reasonably thorough periodic inspection could not have revealed is precisely the specific, adequate cause consistent with due care that the passage says displaces the inference of negligence, so the society is not liable.
- Q22. (D)** The elevator was in the management's exclusive control and does not ordinarily fall if proper care is taken, so the inference arises. The passage requires the rebuttal to be a specific, positive account of what happened and why that was consistent with due care; this account is specific but shows the opposite of due care, so the inference stands and the management is liable.
- Q23. (B)** The doctrine requires exclusive management or control by the defendant; since an independent contractor engaged by the tenant also had access to and serviced the system, control was not exclusive to the owner, so the doctrine does not arise against him at all.
- Q24. (A)** A momentary stall that is a known, inherent operational characteristic of the machinery even when properly maintained is an ordinary risk that can occur without negligence, so the doctrine does not arise even though the belt was solely in the owner's control.

PASSAGE 5 (Q25–Q30)

- Q25. (C)** The passage states clause (a) turns on the objective, verifiable fact of whether the conviction and the impugned conduct are the same, while clauses (b) and (c) rest on the authority's own recorded satisfaction, reviewable only for mala fides.
- Q26. (A)** With no criminal conviction at all and no proviso clause invoked or available, the default position applies: the constitutional requirement of a charge and a reasonable opportunity of hearing cannot be bypassed, so a dismissal without any inquiry is void.

- Q27. (C)** The disciplinary action to compulsorily retire the clerk rests on the very same conduct — accepting the bribe — that produced his conviction, which is exactly the direct nexus the passage says lets clause (a) validly dispense with a further inquiry.
- Q28. (B)** Clause (a) requires a direct nexus between the conviction and the conduct being penalised. The assault conviction arose from an unrelated personal dispute and has nothing to do with the separate, distinct expense-claims allegation, so clause (a) supplies no shortcut for it.
- Q29. (D)** Clause (a) is not the only route past an inquiry. Clauses (b) and (c) rest on the authority's own recorded satisfaction — here, that an inquiry is inexpedient for State security — reviewable only for mala fides. The absence of a conviction is therefore beside the point, and the protection is not removed permanently or beyond review.
- Q30. (A)** Clause (a) is triggered only by conduct that "has led to his conviction on a criminal charge." A trial that is still pending, with no verdict delivered, has not yet produced a conviction, so clause (a) is not yet available as a ground.