

SURYA LAW ACADEMY
SLA CLAT SECTIONAL TEST — LEGAL REASONING Set 1

Session 2026-27

GENERAL INSTRUCTIONS

- Total Questions: 30 Multiple-Choice Questions (MCQs)
- Total Duration: 30 Minutes
- Marking Scheme:
 - +1 mark for each correct answer
 - -0.25 marks for each wrong answer
 - 0 marks for un-attempted questions

PASSAGE 1 (Q1–Q6)

Article 20(2) of the Constitution provides that no person shall be "prosecuted and punished for the same offence more than once." The guarantee looks absolute but the Supreme Court has fixed its boundaries at two distinct points, and both matter more than the headline rule itself. First, the earlier proceeding must actually be a "prosecution" before a court or a body exercising genuinely judicial functions, ending in an actual punishment — mere exposure to an administrative or departmental process, however punitive in effect, does not count. In *Maqbool Hussain v. State of Bombay* (1953), a person whose undeclared gold was confiscated by the Sea Customs Authorities under the Sea Customs Act was still tried afterwards under the Foreign Exchange Regulation Act for the same act of smuggling. The Court held Article 20(2) was never triggered, because the Customs Authorities were not a court or judicial tribunal and their confiscation order — though it stung exactly like a penalty — was administrative, not a prosecution. Second, even where both proceedings are indisputably criminal prosecutions, the bar applies only to the "same offence," which the Court has read to mean the same offence in law, not merely the same underlying facts. In *State of Bombay v. S.L. Apte* (1960), a man convicted under Section 409 of the Penal Code for criminal breach of trust was afterwards separately tried under Section 105 of the Insurance Act arising out of the identical transaction. The Court held there was no double jeopardy, because the two provisions require proof of different ingredients — one offence is not a lesser-included version of the other — even though both trials scrutinised the same set of events. The comparison the Court draws is therefore always between the legal ingredients the prosecution must establish, never between the two charge-sheets' factual narratives. A second consequence follows from the word "punished": a person merely prosecuted and acquitted, or convicted but not yet sentenced, has not yet been "punished," so a fresh trial for that very offence — for instance after an appellate court sets aside an acquittal and orders retrial — is not barred by Article 20(2) either, since the article does not forbid a second prosecution as such, only a second prosecution following an actual, completed punishment for the identical legal offence. The recurring mistake runs the other way — assuming the bar turns on whether the same facts were examined twice. It does not; both a genuine prior "prosecution" and an identical legal offence must be shown before Article 20(2) applies at all.

Source: Adapted from the settled constitutional position under Article 20(2), as expounded in *Maqbool Hussain v. State of Bombay*, 1953 AIR 325, and *State of Bombay v. S.L. Apte*, decided 9 December 1960 and reported at 1961 AIR 578.

QUESTIONS

Q1. Assertion (A): A person who is acquitted of a criminal charge can be tried again for the same offence after an appellate court sets aside the acquittal, without violating Article 20(2). Reason (R): Article 20(2) bars a second prosecution only where the person has already been prosecuted and punished for the identical offence, and a mere acquittal is not a "punishment."

- (A) Both the Assertion and the Reason are true, but the Reason does not correctly explain the Assertion.
- (B) Both the Assertion and the Reason are true, and the Reason correctly explains why the Assertion follows.
- (C) The Assertion is true, but the Reason given for it is false as per the passage.
- (D) The Assertion is false, but the Reason stated is nonetheless true as per the passage.

Q2. Rakesh was tried for cheating in a magistrate's court, convicted, and sentenced to two years' imprisonment. After he completed his sentence, the police discovered a fresh witness and sought to try Rakesh again before the same court on an identical cheating charge, arising from the very same transaction as before. Can this second trial proceed against him?

- (A) Yes, because discovering a new witness after sentencing lets courts reopen any concluded criminal trial.
- (B) No, because Rakesh was already prosecuted and punished for this identical offence, so Article 20(2) bars retrial.
- (C) No, because Article 20(2) bars a second trial whenever the same facts are examined twice, whatever the offence charged.
- (D) Yes, because Article 20(2) bars only departmental proceedings, and a magistrate's court trial falls outside it.

Q3. Customs officials seized undeclared foreign currency from Meera at the airport and, acting under the Customs Act, confiscated the currency and imposed a monetary penalty on her through an internal adjudication order. The State later prosecuted Meera before a criminal court under a separate law for the same act of currency smuggling. Meera argues the criminal trial is barred by Article 20(2) because she was already penalised for the same conduct. Is she correct?

- (A) No, because the customs adjudication was administrative, not a prosecution before a court, so Article 20(2) never applied.
- (B) No, because customs officials cannot impose any real penalty, so Meera was never actually punished for smuggling.
- (C) Yes, because Meera suffered a punitive penalty for the same conduct, and the imposing authority makes no difference.
- (D) Yes, because both proceedings examined the identical facts, and Article 20(2) bars any second proceeding on the same facts.

Q4. Vikram, an insurance company's branch manager, was convicted by a criminal court under a provision punishing criminal breach of trust for misappropriating funds entrusted to him. He was later separately tried before another criminal court under a distinct provision of the Insurance Act for the same transaction, that provision requiring proof of a false statement to obtain a policy benefit — an ingredient the breach-of-trust provision does not require at all. Is the second trial barred by Article 20(2)?

- (A) Yes, because both prosecutions concern the exact same transaction, and Article 20(2) bars retrial on facts already examined.
- (B) No, because Article 20(2) protects only against a second trial before the court that convicted him earlier.
- (C) No, because the two offences require proof of different ingredients, so they are not the "same offence" in law.
- (D) Yes, because a person cannot be tried twice by any court for one financial transaction of this kind.

Q5. Farida was tried and convicted under a state Excise Act provision punishing possession of a specified quantity of contraband liquor without a permit, requiring proof only of possession without a valid permit. She completed her sentence. The State then sought to try her again under a separate central enactment's provision that also punishes mere possession of the same category of contraband liquor without a permit, requiring proof of exactly the same two ingredients and nothing more. Is the second trial barred by Article 20(2)?

- (A) No, because the two provisions appear in statutes enacted by different legislatures, so Article 20(2) cannot apply.
- (B) No, because a different investigating authority launched the second trial than the one that conducted the first.
- (C) No, because public welfare offences like contraband liquor possession fall outside Article 20(2)'s protection altogether.
- (D) Yes, because both provisions, though under different Acts, require proof of identical ingredients, punishing the same offence.

Q6. Rohit was tried for an offence, and the trial court found him guilty but adjourned the case for arguments on sentence, with no sentence yet pronounced. Before sentencing, a technical defect came to light that voided the trial, and the prosecution sought to try Rohit afresh for the very same offence before a different bench. Rohit argues Article 20(2) bars this fresh trial because he already stands "convicted." Is his argument correct?

- (A) Yes, because a trial court's finding of guilt is itself sufficient "punishment" for Article 20(2), regardless of the sentence.
- (B) Yes, because trying Rohit again before a different bench for the same conduct is simply unfair to him.
- (C) No, because Article 20(2) attaches only where the earlier criminal proceeding ended in an acquittal rather than a conviction.
- (D) No, because a conviction without any sentence actually imposed is not yet a "punishment," so Article 20(2) doesn't bar retrial.

PASSAGE 2 (Q7–Q12)

Sections 34 and 35 of the Bharatiya Nyaya Sanhita, 2023 (corresponding to Sections 96 and 97 of the erstwhile Penal Code) recognise a general right of private defence of one's own body and property, and the body or property of another, against certain offences. That right, however, is not unlimited. Section 37 BNS (corresponding to old Section 99) removes the right entirely in two situations: first, against an act done, or attempted to be done, by a public servant acting in good faith under colour of his office — even where that act is not strictly justifiable by law — provided the act does not reasonably cause apprehension of death or grievous hurt; and second, in any case where there is time to have recourse to the protection of the public authorities. Section 37 also caps the right generally: it never extends to inflicting more harm than is necessary for the purpose of defence. Separately, Section 38 BNS (corresponding to old Section 100) specifies exactly when the right of private defence of the body extends as far as voluntarily causing death: only where the assault in question is of a kind that may reasonably cause apprehension of death, or of grievous hurt, or is an assault with intent to commit rape, to gratify unnatural lust, to kidnap or

abduct, to wrongfully confine a person under circumstances raising apprehension that he will be unable to have recourse to the public authorities, or is an act of throwing or administering acid raising apprehension of grievous hurt. Where the assault falls short of these — a push, a slap, an unarmed scuffle causing only simple hurt with no reasonable apprehension of anything graver — the right of private defence of the body still exists, but it does not extend to taking life; a defender who kills in response to such a minor assault has exceeded the right the section actually confers. The two restrictions in Section 37 and the enumerated list in Section 38 therefore work as independent checks on the same underlying right: one asks whether the right exists at all (is the aggressor a good-faith public servant, was there time to call for help), the other asks — assuming the right exists — how far it is allowed to go. Both questions are assessed objectively, from what a reasonable person in the defender's position would have apprehended at the moment, not with hindsight knowledge that the assailant turned out to be unarmed after all. The Section 37 carve-out is also narrow: it is lost the instant the public servant's own act itself raises a reasonable apprehension of death or grievous hurt, and the general right of private defence then revives in full against him.

Source: Adapted from the *Bharatiya Nyaya Sanhita, 2023, Sections 34, 35, 37 and 38* (verified as the current successors to Sections 96, 97, 99 and 100 of the *Indian Penal Code, 1860*, respectively).

QUESTIONS

Q7. Which of the following statements is NOT true as per the passage?

- (A) The right of private defence against a good-faith public servant is lost permanently, even if his act later threatens death or grievous hurt.
- (B) The right of private defence does not extend to causing death unless the assault fits one of Section 38's listed circumstances.
- (C) Section 37 BNS removes the right entirely whenever there was time to seek the protection of public authorities.
- (D) Whether the apprehension of death or grievous hurt was reasonable is judged objectively, from the defender's position at the time.

Q8. Ganesh was walking home at night when a stranger, brandishing a knife, lunged at him shouting that he would kill him. Ganesh, defending himself, grabbed a nearby rod and struck the stranger, who later died of the injury. Ganesh is charged with culpable homicide and claims the right of private defence of the body, extending to causing death. Is his claim likely to succeed?

- (A) No, because the right of private defence cannot extend to causing death, whatever the assailant threatened to do.
- (B) No, because Ganesh had time to flee the stranger instead of confronting him, so the right was lost.
- (C) Yes, because this attack reasonably raises apprehension of death, so Section 38 BNS extends the right to killing.
- (D) Yes, because a defender facing an armed attacker may inflict any harm he pleases once the attack begins.

Q9. During a heated argument outside a shop, Dinesh slapped Kunal once across the face. Kunal, enraged, picked up an iron rod lying nearby and struck Dinesh on the head, killing him instantly. Kunal is charged and claims the right of private defence of the body. Neither man was armed before the rod was picked up. Will Kunal's claim of a right to cause death succeed?

- (A) Yes, because a defender may always respond to any physical aggression, however minor, with whatever force is available to him.
- (B) Yes, because Kunal only meant to stop the aggression and did not intend Dinesh's death, so his claim succeeds.
- (C) No, because using an iron rod instead of his bare hands means Kunal's response can never qualify as private defence.
- (D) No, because a single slap causing no apprehension of death or grievous hurt is not among Section 38's listed circumstances.

Q10. A revenue inspector, acting in good faith under his official authority, attempted to seal Bimal's shop for an alleged licensing violation, an act not strictly justifiable in law but one that caused Bimal no apprehension of death or grievous hurt. Bimal had ample opportunity to approach the local police station, located minutes away, before the inspector arrived. Instead, Bimal shoved and injured the inspector to stop the sealing. Can Bimal claim a right of private defence?

- (A) Yes, because the inspector's act was not strictly justifiable in law, which by itself lets Bimal resist him by force.
- (B) No, because the inspector acted in good faith, raised no apprehension of death, and Bimal had time to seek help.
- (C) Yes, because Bimal owns the shop and may use reasonable force to protect his property from any interference.
- (D) No, because the right of private defence of property never arises against an officer carrying out a departmental order.

Q11. A forest guard, acting under colour of his office, attempted to confiscate Naresh's tools during a raid that Naresh believed was lawful. Midway through the raid, the guard suddenly drew a loaded firearm and pointed it at Naresh's chest in a manner reasonably suggesting he might shoot. Naresh grabbed a nearby axe and struck the guard, killing him. Naresh claims a right of private defence extending to death. Can the State deny him this defence purely on the ground that the guard was a public servant acting in good faith?

- (A) Yes, because Section 37 BNS removes the right of private defence permanently whenever the aggressor is a public servant.
- (B) No, because Naresh should have first checked whether the guard's firearm was actually loaded before reacting to the threat.
- (C) No, because the guard's own act raised a reasonable apprehension of death, reviving the general right in full despite his status.
- (D) Yes, because a forest guard exercising departmental powers may never be resisted by force, whatever he does during the raid.

Q12. Two neighbours, Anil and Baldev, had an ongoing property dispute. One afternoon, Baldev, unarmed, shouted threats at Anil from across the street for several minutes while a police patrol vehicle was visibly parked nearby and available to help. Instead of approaching the police, Anil crossed over and punched Baldev, breaking his jaw. Anil claims a right of private defence of the body. Baldev was never armed and made no move to physically approach Anil. Can Anil's claim succeed?

- (A) Yes, because a person threatened with violence may strike first rather than wait for the threat to materialise.
- (B) No, because Anil had time to seek nearby police, which removes his right under Section 37's second limb.
- (C) No, because a person may not strike first, and the aggressor must land a blow before the right arises.
- (D) Yes, because Baldev's threats caused genuine mental distress, and the right protects against psychological harm just as much.

PASSAGE 3 (Q13–Q18)

Contract law starts from a simple policy: hold people to what they agree. But agreement presupposes choice, and a printed form handed to someone who can take it or go without is not negotiated. Police such bargains and certainty suffers; leave them alone and the stronger side writes its own terms and calls that consent. Section 23 of the Indian Contract Act, 1872 declares an agreement void where its consideration or object is forbidden by law, is of a nature that, if permitted, would defeat the provisions of any law, is fraudulent, involves or implies injury to the person or property of another, or is one which the court regards as immoral or opposed to public policy. That last, open-ended head was given real teeth in *Central Inland Water Transport Corporation Ltd. v. Brojo Nath Ganguly* (1986), where the Supreme Court struck down a public sector employer's standard-form service rule permitting termination of a permanent employee on three months' notice, without assigning any reason and without a hearing. The Court held that a term in a standard-form contract, imposed by a party with overwhelmingly superior bargaining power on a large number of persons who individually have no real bargaining power and no meaningful choice but to sign, is unconscionable and unreasonable if it is unduly harmful, oppressive or one-sided — and such a term is void as opposed to public policy under Section 23, whether or not the weaker party can show actual fraud or coercion. The doctrine has three moving parts, all required: a gross inequality of bargaining power; an absence of meaningful choice for the weaker party, such that the term was in substance imposed rather than negotiated; and a term that is itself unduly harmful, oppressive or one-sided. A harsh term does not by itself attract the doctrine: parties of equal commercial strength, bargaining at arm's length, remain free to allocate risk as they choose. Separately, and independently of any question of bargaining power at all, the second ground listed in Section 23 continues to void an agreement whose object is to defeat a statute's purpose — for instance, a clause that lets one party buy its way out of a penalty a regulatory law imposes. That ground has nothing to do with unequal bargaining power and applies even between two equally matched commercial parties. The Court also marked the outer edge of its own reasoning: not every contract of adhesion is automatically suspect, and a court may not rewrite a bargain merely because it left one side worse off. What made the service rule void was the combination — a non-negotiable mass form plus a term letting the stronger party walk away at will, for no reason and no hearing.

Source: Adapted from the text of Section 23, Indian Contract Act, 1872, and the judgment in *Central Inland Water Transport Corporation Ltd. v. Brojo Nath Ganguly*, 1986 AIR 1571.

QUESTIONS

Q13. Consider the following statements based on the passage: I. A standard-form contract is automatically suspect under the doctrine simply because it is a printed, non-negotiable form. II. A court may set aside a freely negotiated bargain on the sole ground that the term later left one party badly worse off. III. Section 23 can void an agreement on grounds unconnected with public policy, such as an object that is fraudulent or implies injury to another's person or property. Which of the statements given above is/are correct?

- (A) As per the passage, only Statement III is correct, while both Statements I and II are not.
- (B) As per the passage, only Statements I and III together are correct, and II is not.
- (C) As per the passage, only Statements II and III together are correct, and I is not.
- (D) As per the passage, only Statements I and II together are correct, and III is not.

Q14. A large logistics company drafted a standard-form employment contract used identically for thousands of delivery staff, none of whom had any opportunity to negotiate its terms. One clause allowed the company to terminate any employee's service at will, without assigning any reason and without a hearing. Priya, one such employee with no bargaining power, signed the contract as a condition of being hired at all, and was later terminated under this clause without explanation. Is the clause void?

- (A) Yes, because the clause was imposed by a vastly stronger party on employees with no real choice, and is unduly one-sided.
- (B) No, because Priya signed the contract voluntarily, and a signature is conclusive proof that its terms were freely accepted.
- (C) Yes, because a contract signed as a condition of being hired at all can never bind the employee.
- (D) No, because harsh contractual terms are normal in commercial life, and courts may not examine a validly signed agreement's fairness.

Q15. Two large manufacturing companies of comparable size and market strength negotiated a supply agreement over several rounds of discussion involving their legal teams. The final agreement included a term allowing either company to terminate the contract on notice, without assigning reasons, which later turned out to disadvantage one of them badly. Neither company lacked bargaining power or genuine choice during the negotiation. Is the termination clause void as opposed to public policy?

- (A) Yes, because any term that later disadvantages one party becomes unconscionable and void, however it was negotiated.
- (B) Yes, because a termination clause allowing exit without reasons is inherently oppressive whoever the contracting parties are.
- (C) No, because the doctrine needs unequal bargaining power and absence of choice, and neither exists between equal, negotiating parties.
- (D) No, because standard-form contracts between companies are never covered by Section 23 of the Contract Act.

Q16. Two well-resourced companies of equal commercial strength negotiated a distribution agreement as equals. One clause provided that if a regulatory authority ever fined the distributor for violating a statutory safety standard, the manufacturer would fully indemnify the distributor for that fine, effectively letting the distributor absorb no consequence for the violation. Both parties bargained this term freely and knowingly. Is this indemnity clause void?

- (A) No, because both companies bargained as equals with full knowledge and genuine choice, so the unconscionable-bargain doctrine cannot apply.
- (B) Yes, because letting a party escape a statutory penalty through private indemnity defeats the law's purpose, voiding it under Section 23.
- (C) Yes, because the distributor's exposure to any regulatory fine at all is inherently unconscionable, regardless of the indemnity's precise terms.
- (D) No, because indemnity clauses are a routine feature of commercial contracts that courts have no power to strike down.

Q17. A telecom company's standard-form consumer contract, signed by subscribers with no ability to negotiate any term, included a routine clause requiring thirty days' written notice before either side could terminate the service — a common, evenly-applied condition that caused no particular hardship to subscribers. A subscriber argues this notice clause is void as an unconscionable bargain because she had no bargaining power when she signed. Is she correct?

- (A) Yes, because any term in a standard-form contract signed without bargaining power is void as opposed to public policy.
- (B) Yes, because the subscriber is an individual consumer, and companies always hold greater bargaining power than individual consumers.
- (C) No, because standard-form consumer contracts of this kind fall outside the scope of Section 23 altogether.
- (D) No, because a reasonable, evenly-applied notice clause is not harmful or one-sided, so unequal bargaining power alone cannot void it.

Q18. An employment contract signed by a factory worker with no meaningful bargaining power contained a clause letting the employer dismiss him without reason or hearing. The worker challenges the clause, but admits he cannot point to any specific act of fraud, deception or coercion by the employer in obtaining his signature. Does the absence of proven fraud or coercion defeat his challenge?

- (A) Yes, because a party who signs without objecting at the time is presumed to have accepted its terms freely.
- (B) Yes, because unconscionability under Section 23 can be established only with independent proof of fraud or coercion.

- (C) No, because the employer's refusal to give reasons is itself the proof of coercion the doctrine requires.
- (D) No, because the doctrine voids such a term as opposed to public policy whether or not fraud or coercion is shown.

PASSAGE 4 (Q19–Q24)

Ordinarily, a claimant in negligence must affirmatively prove that the defendant owed a duty of care, breached it, and thereby caused the harm complained of. The doctrine of *res ipsa loquitur* — "the thing speaks for itself" — is a limited departure from that burden, applied where direct proof of what went wrong is unavailable to the claimant but the circumstances themselves point to negligence. In *Municipal Corporation of Delhi v. Subhagwanti* (1966), a clock tower in Chandni Chowk, maintained by the Corporation for decades, collapsed without warning and killed three people. The Corporation argued the collapse was an inevitable accident it could not have prevented by reasonable care. The Supreme Court disagreed, holding that a properly maintained structure does not ordinarily collapse in the absence of negligence, and that the structure had been exclusively under the Corporation's management and control; on those two facts alone, an inference of negligence arose, shifting onto the Corporation the burden of offering an adequate explanation consistent with the exercise of due care. The doctrine rests on two conditions holding together: the instrumentality that caused the harm must have been within the defendant's exclusive management or control, and the accident must be of a kind that would not ordinarily happen if proper care had been taken. Where both are satisfied and the defendant offers no adequate explanation, negligence is taken as established without the claimant having to point to a specific act or omission. The inference is not, however, irrebuttable: a defendant who can show a specific, adequate cause consistent with due care — for instance, a latent structural defect that even a reasonably thorough periodic inspection could not have revealed, or deliberate interference by a stranger with no connection to the defendant — displaces the inference, and the claim then fails unless the claimant proves negligence some other way. Equally, the doctrine simply does not arise at all in two situations: where the instrumentality was not within the defendant's exclusive control (a third party had equal or independent access or responsibility for it), or where the accident is of a kind that can ordinarily occur even with proper care — an inherent, foreseeable operational risk rather than an unusual failure. In either of those situations, the claimant is thrown back onto the ordinary rule and must prove negligence affirmatively; the mere fact that something went wrong proves nothing by itself. At the rebuttal stage, a bare denial of fault or a general assertion of reasonable care in the abstract is not an "adequate explanation" — it must be a specific, positive account of what happened and why that was consistent with due care.

Source: Adapted from the judgment in *Municipal Corporation of Delhi v. Subhagwanti & Others*, AIR 1966 SC 1750.

QUESTIONS

Q19. As per the passage, which of the following correctly states the two conditions that must hold together before the doctrine of *res ipsa loquitur* raises an inference of negligence?

- (A) The claimant must prove a specific negligent act, and the defendant must offer no explanation for the accident.
- (B) The instrumentality must be in the defendant's exclusive control, and the accident must not ordinarily happen without negligence.
- (C) The accident must injure more than one person, and the defendant must be a public authority responsible for infrastructure.
- (D) The claimant must show bad faith, and the instrumentality must have been newly built or installed shortly before.

Q20. A footbridge maintained solely by a municipal corporation for thirty years collapsed without warning during ordinary pedestrian use, injuring several people. When sued, the corporation's only response was a general statement that it "always follows standard maintenance practices" and a denial that it was at fault, without describing any specific inspection, finding or cause. Is the corporation liable?

- (A) No, because stating that it follows standard maintenance practices is, by itself, an adequate explanation of due care.
- (B) No, because the claimants have not pointed to any specific act or omission that caused the collapse.
- (C) Yes, because the footbridge, solely in the corporation's control, doesn't ordinarily collapse absent negligence, and a bare denial isn't adequate.
- (D) Yes, because a public authority answers for any injury on a structure it owns, whatever care it actually took.

Q21. A water tank installed and exclusively maintained by a private housing society burst without warning, flooding several flats. Investigation revealed a hairline crack in the tank's internal weld, a defect that even a thorough, competent periodic inspection could not have detected, since it lay concealed within the structure. The society had followed a regular, reasonable inspection schedule. Is the society liable under the doctrine of *res ipsa loquitur*?

- (A) No, because the society showed a specific, adequate cause — an undiscoverable latent defect — consistent with due care.
- (B) Yes, because the tank was exclusively in the society's control, and control alone establishes liability without any explanation.

(C) No, because property-damage claims like flooding are automatically excluded from the *res ipsa loquitur* doctrine's scope.

(D) Yes, because residents suffered real loss from the flooding, and fairness requires the controlling party bear that loss.

Q22. An elevator solely maintained by a commercial building's management fell suddenly, injuring an occupant. Sued for negligence, the management produced its maintenance file, which showed that the brake mechanism had last been inspected eleven years earlier and that three written complaints of jerking had been logged since. The management argues that this is a specific, positive account of what happened, not a bare denial. Does it displace the inference of negligence?

(A) Yes, because the management produced a specific documentary account rather than a bare denial, which is all the doctrine demands.

(B) Yes, because the elevator's long service history shows the fall was an inevitable accident no care could have prevented.

(C) No, because an explanation is adequate only when an independent expert certifies it, which the management's own file cannot do.

(D) No, because the explanation must also be consistent with due care, and an eleven-year gap with ignored complaints is not.

Q23. A commercial complex's fire-suppression system, installed in a common area, was accessible to and periodically serviced by an independent contractor engaged directly by a tenant, without the building owner's involvement or knowledge of that servicing. The system malfunctioned and caused water damage. The owner argues *res ipsa loquitur* cannot apply. Is the owner correct?

(A) No, because the system sits within the building the owner owns, and ownership alone is sufficient exclusive control.

(B) Yes, because the system wasn't in the owner's exclusive control, since a tenant-engaged contractor also serviced it.

(C) No, because the doctrine covers any equipment failure in a common area that the owner could have inspected.

(D) Yes, because tenants and owners share equal liability for any equipment failure within a commercial complex.

Q24. A factory's conveyor belt, solely operated and maintained by the factory owner, occasionally slows and stalls momentarily under a heavy load, a known and inherent operational characteristic of that kind of machinery even when properly maintained. During one such ordinary stall, a worker's sleeve caught in the belt and he was injured. Can the worker invoke *res ipsa loquitur* against the factory owner?

(A) No, because a momentary stall like this is an ordinary, inherent risk that can occur even with proper care.

(B) Yes, because a stall that injures a worker shows the belt was unsuitable for the load it carried.

(C) Yes, because the belt was solely in the owner's control, and any resulting injury alone is said to trigger the doctrine.

(D) No, because factory workers are presumed to accept every risk of injury the moment they take up employment.

PASSAGE 5 (Q25–Q30)

Article 311(2) of the Constitution guarantees a civil servant a reasonable opportunity of being heard — a formal charge, and a chance to answer it — before being dismissed, removed, or reduced in rank. The second proviso to Article 311(2) carves out three situations in which this inquiry may be dispensed with; clause (a) is the one most often invoked, and it permits dismissal, removal or reduction in rank "on the ground of conduct which has led to his conviction on a criminal charge," without any further inquiry. In *Union of India v. Tulsiram Patel* (1985), a Constitution Bench upheld the validity of all three clauses of the second proviso and, in doing so, examined clause (a) closely. The government servant in that case had assaulted his superior, was convicted of the assault by a criminal court, and was thereafter compulsorily retired on the strength of that conviction without any separate departmental inquiry. The Court held this was permissible precisely because the disciplinary authority's action rested on the very same conduct that had produced the conviction — there was a direct nexus between what the servant was convicted of and what he was being penalised for administratively. That holding has a built-in limit: clause (a) speaks of "conduct which has led to his conviction," so it does not license a disciplinary authority to use an unrelated conviction as a springboard to dispense with inquiry into some other charge. If the department wishes to penalise conduct that is distinct from the conduct underlying the conviction — a separate allegation of financial irregularity at the workplace, say, quite apart from a conviction arising out of an unrelated personal dispute — clause (a) supplies no shortcut for that separate charge, and the ordinary Article 311(2) requirement of a charge and a hearing continues to apply to it in full. Outside the second proviso altogether, the default position is unqualified: where a disciplinary authority dismisses, removes, or reduces a civil servant in rank for alleged misconduct that has not resulted in any criminal conviction, and none of the three clauses of the second proviso is invoked or factually available, the constitutional requirement of a proper charge and a reasonable opportunity of hearing cannot be bypassed, and a penalty imposed without it is void for violating Article 311(2). By contrast, clauses (b) and (c) of the same proviso require the authority's own recorded satisfaction — that an inquiry is not reasonably practicable, or is inexpedient for State security — a discretion open to limited judicial review if shown to be mala fide. Clause (a) carries no

such discretion: the only question is the objective, verifiable fact of whether the conviction and the impugned conduct are the same.

Source: Adapted from the text of Article 311(2) and its second proviso, clause (a), Constitution of India, as construed in the judgment in *Union of India v. Tulsiram Patel*, (1985) 3 SCC 398.

QUESTIONS

Q25. As per the passage, which of the following correctly distinguishes clause (a) of the second proviso to Article 311(2) from clauses (b) and (c) of the same proviso?

- (A) Clause (a) applies only to civil servants above a specified seniority, unlike clauses (b) and (c).
- (B) Clause (a) permits dismissal without inquiry only if the authority records written reasons, unlike clauses (b) and (c).
- (C) Clause (a) turns on the objective fact of whether conviction and conduct match, unlike clauses (b) and (c)'s recorded discretion.
- (D) Clauses (b) and (c) are immune from judicial review, while clause (a) is fully open to review of its merits.

Q26. A civil servant was dismissed by his department for alleged financial irregularities at his workplace. No criminal court had convicted him of anything connected to these allegations, the department invoked no clause of the second proviso, held no charge-sheet inquiry, and gave him no opportunity to respond before dismissing him. Is the dismissal valid?

- (A) No, because none of the second proviso's clauses applies here, so the ordinary requirement of a charge and hearing cannot be bypassed.
- (B) Yes, because departments have inherent power to dismiss any employee for financial irregularities without following any set procedure.
- (C) No, because financial-irregularity allegations specifically require a criminal tribunal's finding, not a mere departmental inquiry, before dismissal.
- (D) Yes, because departments must protect institutional discipline at once, and waiting for a full inquiry would be unfair to honest administration.

Q27. A government clerk was convicted by a criminal court of accepting a bribe in the discharge of his official duties. Relying solely on this conviction, the disciplinary authority compulsorily retired him without holding any separate departmental inquiry. The clerk argues the retirement is void for want of an inquiry. Is his argument correct?

- (A) Yes, because Article 311(2) requires a fresh departmental inquiry before any penalty, whatever the criminal conviction.
- (B) Yes, because accepting a bribe is a personal moral failing rather than conduct connected with his official duties.
- (C) No, because the disciplinary action rests on the very same conduct — accepting the bribe — that produced the conviction.
- (D) No, because government clerks lose any right to a hearing once a criminal charge of any kind is filed.

Q28. A civil servant was convicted by a criminal court for assaulting a neighbour during a personal property dispute wholly unconnected to his official work. Separately, his department suspected him of falsifying travel expense claims at the office and sought to dismiss him for this distinct allegation, relying on the assault conviction to dispense with any inquiry into the expense claims. Is this reliance on clause (a) valid?

- (A) Yes, because any existing criminal conviction, on any matter, gives the authority a springboard to dismiss for other suspected misconduct.
- (B) No, because clause (a) needs a nexus between the conviction and the conduct penalised, absent here for the expense claims.
- (C) Yes, because the assault conviction shows a general pattern of misconduct justifying dismissal for any later allegation.
- (D) No, because a civil servant already convicted of any offence cannot thereafter be dismissed for separate misconduct.

Q29. A civil servant was dismissed from service without any departmental inquiry and without being told of the charges. No criminal case of any kind existed against him; instead, the President had recorded his satisfaction that, in the interest of the security of the State, it was not expedient to hold an inquiry. The servant argues that, having no conviction against him, he was still entitled to a charge and a hearing under Article 311(2). Is his argument correct?

- (A) Yes, because the second proviso can be invoked only where a criminal conviction already exists against the civil servant.
- (B) Yes, because a dismissal without any inquiry is void in every case where the servant disputes the allegations against him.
- (C) No, because clause (c) removes the servant's protection permanently, leaving a court no power to examine the dismissal at all.

(D) No, because clause (c) lets recorded satisfaction on State security dispense with inquiry, subject only to mala fide review.

Q30. A civil servant has been formally charged with a criminal offence connected to his official duties, and the trial is presently ongoing with no verdict yet delivered. His department wishes to dismiss him immediately, invoking clause (a) of the second proviso to Article 311(2) to dispense with any departmental inquiry, on the ground that criminal proceedings against him are already underway. Can the department validly dismiss him under clause (a) at this stage?

- (A) No, because clause (a) needs conduct that has led to a conviction, and a pending trial isn't one.
- (B) Yes, because merely filing a criminal charge connected to his duties is itself sufficient to trigger clause (a).
- (C) No, because a department may not penalise a civil servant at all while criminal proceedings remain pending.
- (D) Yes, because departments may act in anticipation of a likely conviction once a connected criminal trial is underway.

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