P R E F A C E

"CUET PG Law (LLM) Book", an invaluable resource designed to assist you in your journey towards achieving success in the highly competitive field of Law (LLM). This book is a comprehensive compilation of Past Year Questions (PYQ), Practice Questions and 3 mock tests each accompanied by a detailed explanation to help you enhance your knowledge and preparation for various competitive exams in the field of Law (LLM).

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We wish you the best of luck in your academic and professional endeavors.

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About Common University Entrance Test (CUET PG - 2025)

The Common University Entrance Test (CUET PG - 2025) has been introduced for admission into various PG Programmes in Central and State Universities/ Institutions and participating Deemed/ Private participating Universities/ Institutions The Common University Entrance Test (CUET) will provide a common platform and equal opportunities to candidates across the country, especially those from rural and other remote areas and help establish better connect with the Universities. A single examination will enable the Candidates to cover a wide outreach and be part of the admissions process to various participating Universities/ Institutions.

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Marking Scheme:

Each question carries 04 (four) marks.

For each correct response, the candidate will get 04 (four) marks.

For each incorrect response, 01 (one) mark will be deducted from the total score.

Un-answered/un-attempted response will be given no marks.

To answer a question, the candidate needs to choose one option as the correct option.

However, after the process of Challenges of the Answer Key, in case there are multiple correct options or change in key, only those candidates who have attempted it correctly as per the revised Final Answer Key will be awarded marks.

In case a Question is dropped due to some technical error, full marks shall be given to all the candidates irrespective of the fact who have attempted it or not.

*Examination will be conducted on multiple days in two shifts per day schedule and a date sheet will be available on the website. Keep viewing it for updates.

CONTENTS

1. *Contract General Principles of Contracts Constitution 1*
2. *Constitution 6*
3. *Law of Torts 17*
4. *Family Law _ Hindu Law 23*
5. *Criminal Law _ Indian Penal Code 28*
6. *Contract-II 34*
7. *Company Law 39*
8. *Property Law_ 45*
9. *Administrative Law 49*
10. *Family Law-II_ Mohammedan Law and Indian Succession Act_ 55*
11. *Environmental Law 58*
12. *Labour Law 63*
13. *Criminal Law-II 67*
14. *Jurisprudence 73*
15. *Clinical Course-I 80*
16. *Public International Law 83*
17. *Human Rights Law and Practice 88*
18. *Right to Information 92*
19. *Banking Law 96*
20. *Insurance Law 100*
21. *Alternative Dispute Resolution Systems 104*
22. *Civil Procedure Code and Limitation Act 109*
23. *Intellectual Property Rights-I 114*
24. *Penology & Victimology 119*
25. *Interpretation of Statutes & Principles of Legislation 122*
26. *Competition Law 126*
27. *Law of Evidence 130*
28. *Taxation 135*
29. *Intellectual Property Rights-II 139*
30. *White Collar Crimes (Privileged Class Deviance) 143*
31. *Women and Criminal Law & Law Relating To Child 147*
32. *Law Relating To International Trade 150*

MOCK TEST

Mock Test – 1 155
Mock Test – 2 171
Mock Test – 3 188

CHAPTER 1

Contract: General Principles of Contracts

PREVIOUS YEAR EXAM QUESTIONS

[2022]

1. A contract without consideration will be valid if it is

(A) A gift

(B) An agreement made orally on account of love and affection

(C) An agreement made in writing and registered on account of love and affection

(D) Promise to pay a time-barred debt

(E) For a past voluntary service

Choose the most appropriate answer from the options given below:

(1) C, D, E only (2) A, C, D, E only

(3) A, B, C, D, E only (4) A, B, E only

[2022]

2. Exceptions to the concept of privity of contract are:

(A) Beneficiaries under trust or charge

(B) Minor

(C) Marriage settlement

(D) Partition

(E) Covenants running with land

Choose the most appropriate answer from the options given below:

(1) A, B, E only (2) A, C, E only

(3) A, C, D, E only (4) B, C, D only

[2024]

3. Which of the following is a valid contract?

(1) A, a man feeble by disease, is induced, by B's influence over him as his medical attendant, to agree to pay B an unreasonable sum for his professional services.

(2) A, being entitled to an estate for the life of B, agrees to sell it to C. B was dead at the time of the agreement, but both parties were ignorant of the fact

(3) A, with free consent, agrees to sell a horse worth Rs. 1,000 for Rs. 10.

(4) A promises B to drop a prosecution which he has instituted against B for robbery, and B Promises to restore the value of the things taken.

[2024]

4. X holds a Y at gun point and makes him sign a gift deed of all Y 's properties in favor of G, X 's daughter. This agreement is

(A) Valid if ratified by Y

(B) Void if rescinded by Y

(C) Void ab-initio

(D) Valid at the option of X

Choose the correct answer from the options given below.

(1) (B) only (2) (B) and (C)

(3) (C) only (4) (A) and (B)

[2024]

5. Arrange the following landmark decisions of contract law in the sequence of them being pronounced by the courts

(A) Mohori Bibi v. Dharmodas Ghose

(B) Bhagwan Das Goverdhan Das Kedia v Girdhari Lal & Co.

(C) Carlill v. Carbolic Smoke Ball Co.

(D) Lalman Shukla v. Gauri Dutt

Choose the correct answer from the options given below.

(1) (C), (D), (A), (B). (2) (C), (A), (D), (B).

(3) (D), (C), (A), (B). (4) (A), (D), (B), (C).

Answer Key				
1	2	3	4	5
(2)	(3)	(3)	(4)	(2)

PRACTICE QUESTIONS

1. Arrange the following concepts in which they appeared.

I. Invitation to offer

II. Damage

III. Offer

IV. Damages

Codes:

(1) I, III, II, IV (2) I, III, IV, II

(3) III, I, II, IV (4) I, IV, III, II

2. 'A' and 'B' are friends. 'A' told to 'B' to show him a new movie in a posh theatre, upon which 'A' promised to offer him lunch in a 5 star hotel. 'B' showed him a movie in a posh theatre, but 'A' gave lunch to 'B' in a road side dhaba. Decide A's liability using codes given below.

(1) 'A' is liable because there was intention to create legal relation between 'A' and 'B'

(2) 'A' is not liable because there was no intention to create legal relation between 'A' and 'B'

(3) 'B' was mistaken

(4) 'A' was mistaken

3. A contract may be vitiated by

I. Fraud

II. Mistake

III. Frustration

IV. Undue influence

Codes:

(1) Only I is correct

(2) I and II are correct

(3) I, II and III are correct

(4) All are correct

4. Given below are two statements. One is by labelled as Assertion (A) and the other is labelled as Reason (R).

Assertion (A) When subject matter of a contract is destroyed, the contract is frustrated.

Reason (R) Frustration of a contract frustrates a party to the contract.

(1) Both (A) and (R) are true and (R) is the correct explanation of (A)

(2) Both (A) and (R) are true, but (R) is not correct explanation of (A)

(3) (A) is true, but (R) is false"

(4) (A) is false, but (R) is true

5. Read Assertion (A) and Reason (R) and select the correct answer with the help of codes given below.

Assertion (A) Agreement is void when both parties are under mistake as to the matter of law.

Reason (R) Parties entering into a contract are legally obliged to know the law relating to the contract.

(1) Both (A) and (R) are true and (R) is correct explanation for (A)

(2) (A) is true, but (R) is false

(3) (R) is true, but (A) is false

(4) Both (A) and (R) are false

6. Match the List I with List II and select the correct answer using the codes given below.

List I		List II	
A	Doctrine of unjust enrichment	1.	Section 11 of Contract Act
B	Doctrine of absolute contract	2.	Section 56
C	Doctrine of Estoppel	3.	Section 72
D	Doctrine of Pari Delicto	4.	Section 23

Code

	A	B	C	D
(1)	1	3	2	4
(2)	2	3	1	4
(3)	3	2	1	4
(4)	4	2	3	1

7. Special damages will be awarded in case of a breach of contract

(1) only when the contracting parties express the same specifically as the terms of the contract

(2) always in the special circumstances leading to the formation of the contract

(3) only when the court of law thinks fit in the special circumstances of the case

(4) only when the special circumstances causing loss of profit resulting from the breach of contract were brought to the notice of the party committing breach at the time of formation of the contract

8. Match the following,

LIST-I	LIST-II
A. Soundness of Mind	I. Sec 14
B. Fraud	II. Sec 12
C. Free Consent	III. Sec 11
D. Competency to Contract	IV. Sec 17

Choose the correct answer from the options given below.

(1) A-I, B-II, C-III, D-IV (2) A-II, B-IV, C-I, D-III

(3) A-II, B-III, C-I, D-IV (4) A-II, B-IV, C-III, D-I

9. The term "Contra Prolerentem" means:

(1) Contradictory contract

(2) Standard form contract are to be interpreted legally

(3) Limited construction

(4) Ambiguity is to be resolved against the party who inserted limiting term

10. **Cases where the doctrine of supervening impossibility applies:**
(A) Difficulty of performance
(B) Commercial impossibility
(C) Strikes and Lock-outs
(D) Out-brake of war
(E) Destruction of Subject-matter
Choose the correct answer from the options given below:
(1) A, B, C, D only (2) B, C, D only
(3) B, C only (4) D, E only

Answer Key									
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
(1)	(2)	(4)	(2)	(4)	(3)	(4)	(2)	(4)	(4)

EXPLANATIONS

PREVIOUS YEAR EXAM QUESTIONS

1. **Correct Answer is (2):** Under **Section 25 of the Indian Contract Act, 1872**, a contract without consideration is generally void, but there are specific exceptions. A gift made voluntarily and without consideration is valid. An agreement made in writing and registered on account of love and affection between close relatives is also enforceable under **Section 25(1)**. Similarly, a promise to pay a time-barred debt is valid if it is made in writing and signed by the debtor, as per **Section 25(3)**. Additionally, a contract for past voluntary services is valid under **Section 25(2)** if the service was rendered without a prior promise of compensation and was not gratuitous. However, an oral agreement based on love and affection is not enforceable, as it does not meet the conditions of being in writing and registered. Hence Statements A, C, D and E are correct.

2. **Correct Answer is (3):** The doctrine of privity of contract states that only parties to a contract can sue or be sued under it. However, there are exceptions. Beneficiaries under a trust or charge can enforce their rights, as they are considered intended beneficiaries even if not direct parties. Marriage settlements, such as prenuptial agreements or family arrangements, also allow third-party enforcement. Agreements related to partition of family property can confer enforceable rights on family members who are not direct parties to the contract. Similarly, covenants running with land bind successors in title, allowing enforcement by those who were not part of the original agreement. However, minors are not considered an exception to privity, as they cannot generally enter into contracts, though contracts made for their benefit may still be upheld. The correct statements are A, C, D, E only.

3. **Correct Answer is (3):** Under **the Indian Contract Act, 1872,** this is a valid contract despite the inadequacy of consideration, as long as the consent is free (**Section 25**). In Option (1), the agreement is influenced by undue influence due to the medical attendant's dominance, making it voidable under Section 16. In Option (2), the agreement is based on a mutual mistake of fact, as both parties were unaware of B's death, rendering the agreement void under **Section 20**. In Option (4), the agreement is unlawful because it involves an attempt to stifle prosecution, violating public policy and making it void under **Section 23**. Hence option (3) is the correct answer because it fulfills all the conditions of a valid contract.

4. **Correct Answer is (4):** In the given scenario, X coerces Y into signing a gift deed by holding him at gunpoint. This act constitutes coercion as defined under **Section 15 of the Indian Contract Act, 1872**, making the agreement voidable at the option of Y. According to **Section 19 of the Indian Contract Act**, when consent to an agreement is caused by coercion, fraud, or misrepresentation, the contract is voidable at the discretion of the party whose consent was obtained through such means. If Y chooses to ratify the agreement after the coercion ceases, it becomes valid, making Option (A) correct. Similarly, Y has the right to rescind the agreement, and upon rescission, it becomes void, making Option (B) correct. However, the agreement is not void ab initio (from the beginning), as stated in Option (C), and it is not valid at the option of X, as stated in Option (D), because the validity depends solely on Y's decision. Hence, under Sections 15 and 19, the agreement is valid if ratified by Y and void if rescinded by Y therefore both the statements (A) and (B) are correct.

5. **Correct Answer is (2):** The correct sequence of landmark decisions in contract law, based on their pronouncement years, is as follows: **Carlill v. Carbolic Smoke Ball Co. (1893),** which established principles regarding unilateral contracts and acceptance of offers; **Mohori Bibi v. Dharmodas Ghose (1903),** an

Indian case that declared agreements by minors as void under Indian Contract Law**; Lalman Shukla v. Gauri Dutt (1913),** which addressed the necessity of communication of acceptance for a valid contract; and **Bhagwan Das Goverdhan Das Kedia v. Girdhari Lal & Co. (1966),** a Supreme Court of India case that analyzed contract formation through telephonic communication. Thus, the correct order is (C), (A), (D), (B).

PRACTICE QUESTIONS

1. **Correct Answer is (1):** In contract law, the process begins with an invitation to offer (I), which invites parties to make an offer. Next is the offer (III), defined under **Section 2(a) of the Indian Contract Act, 1872,** where one party proposes terms to another. If a breach occurs, it results in damage (II), referring to the harm or loss suffered. Finally, damages (IV) are the monetary compensation awarded to the injured party under **Section 73,** ensuring fair compensation for the loss or injury caused.

2. **Correct Answer is (2):** In this case, 'A' is not liable because there was no intention to create a legal relationship between 'A' and 'B'. Intention to create legal relations is crucial for forming a binding contract, as it indicates that parties intend to fulfill obligations legally. Without this intention, agreements are deemed social or domestic and are not enforceable by law. Hence, without a clear intention to create legal obligations, an agreement cannot be enforced or used to sue for default, rendering it non-binding.

3. **Correct Answer is (4):** A contract can be invalidated by several factors: **Fraud (Section 17)** involves deceit to mislead another party into the contract. **Mistake (Section 20)** makes an agreement void if both parties are mistaken about a fundamental fact. **Frustration (Section 56)** voids a contract if it becomes impossible or unlawful to perform due to unforeseen events. **Undue Influence (Section 16)** occurs when one party unfairly uses their dominant position to advantage themselves, making the contract invalid.

4. **Correct Answer is (2):** Both (A) and (R) are true, but (R) does not correctly explain (A). Assertion (A) is true because the doctrine of frustration, under **Section 56 of the Indian Contract Act, 1872,** discharges a contract when an unforeseen event makes performance impossible. Reason (R) Frustration of a contract frustrates a party to the contract. While true, it does not explain why the contract is frustrated.

5. **Correct Answer is (4):** Both Assertion (A) and Reason (R) are false. Assertion (A) is incorrect as a mistake regarding the matter of law does not automatically void a contract; **Section 21 of the Indian Contract Act** specifies that mistakes of law do not render a contract void unless it pertains to laws not in force in India. Reason (R) is also incorrect because, although parties are expected to know the law, ignorance of it does not necessarily void a contract. **Section 20** addresses contracts void due to a mistake of fact, not law.

6. **Correct Answer is (3):** The correct matching is A-III, B-II, C-I, D-IV: **A: Doctrine of unjust enrichment - III. Section 72:** Requires repayment for money or items received by mistake or coercion. **B: Doctrine of absolute contract - II. Section 56:** Addresses contract frustration and void agreements for impossible acts. **C: Doctrine of Estoppel - I. Section 11:** Deals with contract capacity and prevents contradictory statements; minors can't be estopped from claiming infancy. **D: Doctrine of Pari Delicto - IV. Section 23:** Declares agreements void if the consideration or object is unlawful, aligning with the doctrine of equal fault in illegal agreements.

7. **Correct Answer is (4):** Special damages for breach of contract are awarded only when the special circumstances causing loss were communicated to the party committing the breach at the time of the contract's formation. This requirement is stipulated under **Section 73 of the Indian Contract Act, 1872,** which ensures that the breaching party is liable for damages if they were informed of the specific circumstances that would lead to a loss if the contract was breached.

8. **Correct Answer is (2):** The correct match is A-II, B-IV, C-I, D-III. Under **the Indian Contract Act, 1872**: Soundness of Mind (**Section 12**) requires that a person must be capable of understanding the contract and making rational decisions. Fraud (**Section 17**) involves deliberate deception to secure

unfair advantage. Free Consent (**Section 14**) means consent must be given voluntarily, without coercion, undue influence, or misrepresentation. Competency to Contract (**Section 11**) mandates that a person must be of legal age, sound mind, and not legally disqualified to enter into a contract.

9. **Correct Answer is (4):** Contra Proferentem is a legal principle used in contract interpretation. It means that when a contract term is ambiguous, the ambiguity should be interpreted against the party who drafted or inserted the limiting term. This rule is often applied in cases of standard form contracts or contracts of adhesion, where one party has significantly more control over the terms than the other party.

10. **Correct Answer is (4):** The doctrine of supervening impossibility applies in cases such as the outbreak of war and the destruction of the subject matter. These situations make the performance of a contract impossible, thus excusing the parties from fulfilling their contractual obligations. Other factors like difficulty or commercial impossibility do not generally qualify under this doctrine unless they make the contract absolutely impossible to perform.