

**CLATAPULT**

**LEGAL REASONING**

**AND**

**LOGICAL REASONING**

**PROBLEMS-I**



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**QUESTION**

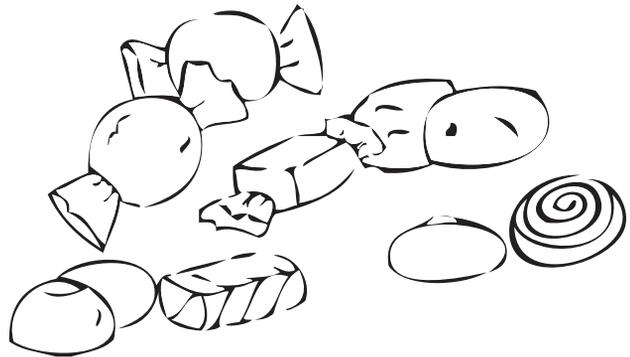
**SET 1**

1. LEGAL PRINCIPLE: TIME IS THE ESSENCE OF A CONTRACT.

≈ **FACTUAL SITUATION:** Gwalia is the most reputed sweet-shop in Ahmedabad. It requires large quantities of sugar for making sweets. Gwalia plans to sell some new, unique and delicious items of sweets on the eve of Navratri. Therefore, it places an order to Sweetie Pie Sugar Company, Dharwad for supply of 500 tonnes of top quality sugar before the end of September. The consignment of sugar does reach the sweets-shop, but only on the 11th of October, 2013. Due to delay in supply of sugar, Gwalia incurs heavy losses both in business and reputation.

(a) Gwalia can claim damages from Sweetie Pie as time is the essence.

(b) Gwalia cannot claim damages from Sweetie Pie because the company did supply the sugar and perform the contract.



(c) Gwalia cannot claim damages because the sweets can be sold later on as well.

(d) Gwalia cannot claim damages because the requisite time needed to prepare the sweets must be given.

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2. **Principle 1-** A person would not be liable for a tort/wrongdoing, if that incident was Force Majeure, or an act of God.

**Principle- 2:** A person would be liable for an act of negligence, if his duty falls below a prescribed degree of duty and care.

Facts: The Government of India decides to build a Nuclear power plant in Bandhavnagar, Odisha, which is reportedly in a seismic zone, and has seen 2 major earthquakes in the last 5 years. The contract was given to M/S. Rama Constructions Pvt. Ltd., which constructed the

|CLATAPULT LEGAL REASONING AND LOGICAL REASONING PROBLEMS|

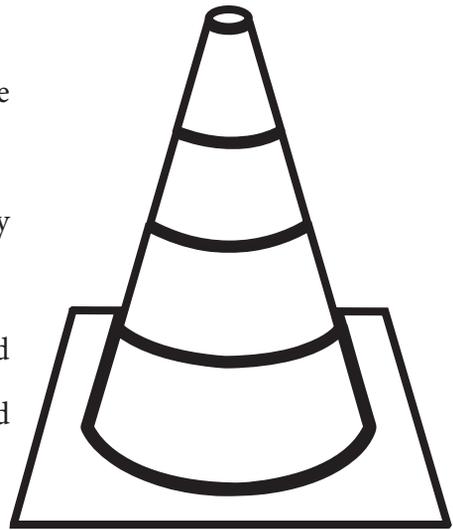
plant in a record 2 years, but during the construction phase, the quality of cement was one which was not suitable for the construction of nuclear reactors, but was known for being widely used in the construction of houses. After the construction of the reactor, there was an earthquake measuring 6 in the Richter scale and a part of the nuclear dome developed cracks and there was a slight radiation leak, which killed 34 people and affected hundreds of others. The Government of India sues M/s Beta Constructions, who in turn plead the defence of act of god. Decide.

a. The Construction Company will not be liable, as the incident was an act of god.

b. The Construction Company is liable, because they had built the nuclear reactor.

c. The Construction Company is not liable, as they had done it under a contract with the Govt. of India, and therefore the Government is liable.

d. The Construction Company is liable because the earthquake could be reasonably foreseen and therefore, it should have constructed the Nuclear reactor with much more care.



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**3.Principle-** Whoever dishonestly, or with a malice or evil intention takes away movable property from the possession of the owner, is said to have committed theft.

Facts: Veera was a noted sandalwood smuggler. One day, he entered a reserve forest and was inspecting the sandalwood trees. He ordered his men to cut down the trees. Before they could start cutting down the trees, he was arrested by the police and was prosecuted for stealing sandalwood. Veera contented that he could not be held liable for theft. Decide.

a. Veera was liable, as entering a reserve forest without the permission of the Govt. was

wrong.

b. Veera is liable, since he is a noted sandalwood smuggler.

c. Veera is not liable for theft, as he had not stolen any moveable property

d. Veera is not liable, as he was only inspecting the trees.



**4.Principle:** The state shall make special laws for the upliftment of citizens of the country, and these laws can be made for the benefit of any specific class, caste, group or creed of people living in the society.

Facts: The state of Hindustan Pradesh comes out with a law, which provided for reservation to Muslims in all government and government aided institutions. This law challenged in the High Court of Hindustan Pradesh, as being arbitrary and contrary to the established laws. Can the challenge be successful?



a. Yes, since people from other religions would also start making such demands, which would jeopardize the unity and integrity of the country.

b. No, since the state has the right to make special laws for the upliftment of the citizens of the country.

c. Yes, since the state has not been mandated to make reservation, based on a person's religion.

d. No, since the Government cannot neglect the minorities.

5. Facts: Ambani is a sugar merchant working in Bombay. Basu enters into a contract with him for purchasing sugar consignments worth 2 lakh to be delivered on 14th August 2013 in one slot altogether. However, on 14th August, Ambani delivers sugar consignment worth rupees 1.5 lakhs and requests Basu to give him another two days to deliver the rest. Basu accepts the sugar consignment but remains silent as to the extension of time. After two days when Ambani delivers the rest of it, Basu rejects to accept saying that Ambani has breached the contract. Decide.

**Principle:** Time is the essence of the contract. Consent to extension of the time for the contract may be granted expressly or impliedly.

a. Ambani has breached the contract by not delivering on time and hence Basu is justified.

b. Ambani had the implied permission from Basu as to the extension and hence Ambani is not liable.

c. Ambani has breached the contract because there is no express stipulation as to extension of time for performance.

d. Basu has breached the contract by refusing to extend the time.



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6. Facts: Roshan, a famous gangster, moves into an apartment in Kankurgachi, Calcutta. There, he discovers that the previous owner of the apartment had left behind a pair of beautiful ivory handled combs. Mesmerized by their beauty and confused as to whom he should be returning them to, he decides to retain them and starts using them. The previous owner of the combs gets to know this and registers an FIR for theft against Roshan. Is

Roshan liable?

**Principle:** Whoever dishonestly takes away any property from the possession of another, with an intention of such taking away, without his permission is liable for theft.

a. Roshan is liable for theft as he failed to return the property even when he knew it was someone else's property.

b. Roshan is not liable as he is not taken it away from anyone else's possession and there was no dishonest intention.

c. Roshan is liable as you don't expect anything better from a gangster.

d. Roshan is not liable as he was confused as to whom he should be returning the property to.



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**7.Principle:** An offer is effective only when it is communicated to the offeree. Until the offer is made known to the offeree, there can be no acceptance and no contract.

Facts: A master sent his servant in search of his missing nephew. In the meantime, the master advertised in the newspaper, promising a reward of Rs. 1, 500 to anyone who traces the boy. The servant brought back the boy. After a couple of days the servant came to know about the reward and claimed it. Will the claim of the servant succeed?

a. Yes, as the servant was the one who brought back the missing boy and claimed the reward as soon as he came to know about it and amounted to acceptance as soon as he came to know about it.

b. No, the servant is not entitled to the reward as his act was in ignorance of offer and does not amount to acceptance.

c.No, as the servant was employed by the master and he is bound to do solve the problems of his master, his acceptance of the offer does not make any difference.

d.Yes, as anyone who finds the missing boy is entitled to the reward which was published in newspaper.



**8.Principle:** The doctrine of unilateral promises (promissory estoppel) says that when one person acts on the promise of another then the person making such promise had a legal obligation to abide by his promise.

Facts: A, B and C were collecting funds for educating the poor children who cannot afford to buy books and copies. A local businessman X was approached for this purpose. He encouraged A, B and C in this noble venture. Upon the encouragement given by X, they took a loan of Rs. 40,000/- and purchased books and other stationary items. When time came for repaying the loan they approached X and asked him to make good his promise. X refused. They sued X saying that upon his encouragement they invested and now X cannot be allowed to back out. Decide.

a.X will win because X only offered words of encouragement to them and offered no monetary support or assistance. He is not bound by any promise because he made no promise.

b.X will win as even though he offered encouragement, they never sought X's consent that now they are taking a loan as a result of his promise. Thus he is not bound as he never agreed for them to take any loan.

c.X will lose because minus his encouragement they would never have taken the loan. Now that they have



acted on X's instance, X should not be allowed to back off.

d.X will lose because clearly X gave his consent when he gave encouragement to them to go ahead with the noble cause.

