



B.K. BIRLA CENTRE FOR EDUCATION

SARALA BIRLA GROUP OF SCHOOLS
A CBSE DAY-CUM-BOYS' RESIDENTIAL SCHOOL
TERM 1 2026-27

LEGAL STUDIES (MS)

Class: XII

Date: 09.09.26

Admission no:

Time: 3 hrs

Max Marks: 80

Roll no:

General Instructions: (to be edited)

- All questions are compulsory.
- Read the questions carefully before answering.
- Section-A contains 20 Multiple Choice Questions for 20 marks.
- Section-B contains 8 Short Answer Type Questions for 2 marks each.
- Section-C contains 8 questions for 3 marks each.
- Section-D contains 4 Long Answer Type Questions for 5 marks each.
- Internal choice is given in the paper. There is no overall choice.

Section A

I. Multiple Choice Questions. Choose the correct option:

(20 × 1 = 20)

1. Which of the following is an important feature of Alternative Dispute Resolution?

- A. It always requires a formal trial
B. It provides alternatives to traditional court proceedings
C. It can only be used in criminal cases
D. It eliminates the role of the parties

2. Lok Adalats are mainly intended to:

- A. Increase the number of court cases
B. Provide speedy and inexpensive settlement of disputes
C. Conduct criminal investigations
D. Make new laws

3. Who appoints the judges of the Supreme Court of India?

- A. Prime Minister
B. President of India
C. Chief Justice of India
D. Parliament

4. Which of the following is essential for a valid contract?

- A. Illegal object
B. Free consent
C. Uncertain terms
D. Lack of consideration in every case

5. What is the main purpose of a tribunal?

- A. To conduct elections
B. To deal with specialised disputes
C. To appoint judges
D. To make the Constitution

6. Arjun, at the request of the local community leader, builds a basketball court (playground) for the children in his neighborhood, spending a considerable amount of his own money. Later, Ravi, a local snack vendor, sets up a stall near the playground to sell snacks to children and promises to give Arjun 5% of his profits from all sales as a token of appreciation for building the playground. However, Ravi fails to pay Arjun the promised percentage, and Arjun decides to take legal action to recover it. Based on contract law principles, which of the following is correct?

- (A) Arjun is entitled to the percentage of profits as Ravi benefited from his efforts in building the playground.
(B) Arjun cannot claim the percentage of profits, as the playground was built at the request of the community leader and not Ravi.
(C) Ravi must pay Arjun the promised percentage since he made a verbal commitment to do so.

(D) Ravi has to pay Arjun only if Arjun can prove the playground was built specifically for his benefit.

7. Which of the following persons is generally competent to enter into a contract?

- A. A minor
- B. A person of unsound mind at the time of contracting
- C. A person competent by law
- D. A person disqualified by law

8. Judicial Review means the power of courts to:

- A. Make all laws
- B. Review the constitutional validity of laws and government actions
- C. Appoint all government officers
- D. Remove members of Parliament

9. A gift is a transfer of property made:

- A. For a mandatory price
- B. Voluntarily and without consideration
- C. Only through a court judgment
- D. Only to the government

10. A tort is generally a:

- A. Criminal offence only
- B. Civil wrong for which a legal remedy may be available
- C. Contractual promise
- D. Constitutional amendment

11. A factory releases harmful chemicals into a river and causes environmental damage. Which principle may require the factory to bear the cost of environmental restoration?

- A. Polluter Pays Principle
- B. Rule of privity
- C. Caveat emptor
- D. Doctrine of frustration

12. Sustainable development aims to balance development with:

- A. Environmental protection and future needs
- B. Only industrial growth
- C. Only economic profit
- D. Complete restriction on development

13. Welfare Builders and Apaar Constructions have a dispute over project delays. According to the Afcons Infrastructure Ltd. vs. Cherian Varkey Construction Co. ruling, which of the following types of disputes is generally considered unsuitable for mediation?

- A. Disputes arising from commercial contracts
- B. Disputes involving property and construction matters
- C. Disputes relating to serious criminal offences
- D. Disputes between business partners

14. An advantage of _____ is that there is no strict application of the procedural laws and the disputing parties can directly interact with the judges.

- (A) Mediation
- (B) Lok Adalat
- (C) Conciliation
- (D) Tribunal

15. A person voluntarily enters into mediation to settle a business dispute. The main objective is to:

- A. Obtain a mutually acceptable settlement
- B. Punish the other party
- C. Avoid communication
- D. Automatically obtain a court decree

16. A company continues to exist even when one of its members leaves. This illustrates:

- A. Perpetual succession
- B. Free consent
- C. Negligence
- D. Mediation

17. Which of the following is an essential consideration when transferring property?

- A. The transferor must have the legal capacity or authority to transfer
- B. The property must always be movable
- C. The transfer must always be a gift
- D. The transferee must be a government officer

18. A lease generally involves:

- A. Transfer of ownership permanently
- B. Transfer of a right to enjoy property for a certain period
- C. Destruction of property
- D. Transfer without any legal rights

19. A government project is planned in an area where it may cause serious environmental harm. Authorities take preventive measures even though complete scientific evidence of the damage is not available. Which principle is being applied?

A. Polluter Pays Principle

B. Precautionary Principle

C. Principle of Natural Justice

D. Principle of Caveat Emptor

20. Which of the following is an example of an intentional tort?

A. Negligence

B. Battery

C. Breach of contract

D. Non-performance of a promise

Section B

(Answer in not more than 40 words)

(8 × 2 = 16)

II. Very Short Answer Questions

1. What is strict liability?

Answer: Strict liability is a principle under which a person may be held liable for harm caused by certain dangerous activities even without proving negligence or intention.

2. What is perpetual succession?

Answer: Perpetual succession means that a legal entity, such as a company, continues to exist despite changes in its members, including death, retirement or transfer of membership.

3. What is a partnership?

Answer: Partnership is a form of business relationship in which persons agree to share the profits of a business carried on by all or any one of them acting for all.

4. What is free consent?

Answer: Free consent means that parties agree to a contract voluntarily, without coercion, undue influence, fraud, misrepresentation or mistake affecting their consent.

5. What is negligence? Explain with an example.

Answer: Negligence occurs when a person fails to exercise the reasonable care expected in a situation, resulting in harm or injury to another person.

6. What is a company?

Answer: A company is a legal entity created under law, having a separate legal identity from its members. It can own property, enter contracts and sue or be sued in its own name.

7. (a) State any two important features of Fundamental Rights guaranteed under the Indian Constitution.

OR

(b) Mention any two differences between Fundamental Rights and Directive Principles of State Policy.

(a) State any two important features of Fundamental Rights guaranteed under the Indian Constitution.

Answer: Fundamental Rights are guaranteed by the Constitution to protect the dignity, liberty and equality of citizens. They are justiciable, meaning a person can approach the courts if these rights are violated. They also place limits on government power and help protect individuals from arbitrary actions.

OR

(b) Mention any two differences between Fundamental Rights and Directive Principles of State Policy.

Answer: Fundamental Rights are justiciable, meaning they can be enforced through courts, while Directive Principles are not directly enforceable by courts. Fundamental Rights mainly protect individual liberty and equality, whereas Directive Principles guide the government in promoting social and economic welfare.

8. Explain Judicial review.

Answer: Judicial Review is the power of the Supreme Court and High Courts to examine laws and government actions to ensure they follow the Constitution. If a law or action violates constitutional provisions or Fundamental Rights, the court can declare it invalid. It protects constitutional supremacy and prevents misuse of government power.

Section C

(8Q × 3 = 24)

(Answer in not more than 100 words)

III. Short Answer Questions.

1. What are Tribunals? Explain their need, functions and importance in the Indian legal system.

Answer: Tribunals are specialised bodies created to deal with specific types of disputes. They provide specialised and speedy justice in matters that require technical or expert knowledge. They may deal with areas such as taxation, service matters, administrative decisions and other specialised issues.

Tribunals help reduce the workload of regular courts and provide a simpler and quicker method of resolving disputes. They follow procedures suitable for the matters they handle and may include members with specialised knowledge.

However, tribunals must function according to the Constitution and applicable laws. Their decisions may be reviewed by higher courts as permitted by law. Thus, tribunals play an important role in making the justice system faster, specialised and more accessible.

2. What is consideration? Why is it important in contract law?

Answer: Consideration refers to something of value given or promised in return for a promise. It may consist of an act, abstinence or a promise, as recognised by law.

Consideration is important because it generally distinguishes a legally enforceable bargain from a mere promise. The consideration must be lawful and should satisfy the requirements of the Indian Contract Act.

There are certain exceptions where an agreement without consideration may be enforceable.

3. Distinguish between mediation and arbitration.

Answer: In mediation, a neutral mediator helps the parties communicate and reach a mutually acceptable settlement. The mediator generally does not impose a decision on them.

In arbitration, the parties submit their dispute to an arbitrator who considers the matter and gives an arbitral award. The award is generally binding according to the applicable law.

Thus, the major difference is that mediation focuses on helping parties reach their own settlement, while arbitration involves a third party deciding the dispute.

4. What is defamation? State its basic requirements.

Answer: Defamation involves a statement that harms the reputation of another person. It may be committed through spoken words, written words or other forms of communication, depending on the circumstances.

Generally, there must be a defamatory statement, it must refer to the person claiming to be defamed, and it must be communicated to a third person.

Defamation may give rise to legal consequences, subject to applicable defences and exceptions.

5. Distinguish between movable and immovable property.

Answer: Movable property generally refers to property that can be moved from one place to another. Examples include vehicles, furniture and goods.

Immovable property generally includes land, buildings and certain rights connected with land.

The distinction is important because different legal rules may apply to the transfer, registration and enjoyment of movable and immovable property.

6. Distinguish between a partnership and a company. Give an example also.

Answer: A partnership is based on an agreement between partners to carry on a business and share its profits. Partners generally participate in the management and may have personal liability according to applicable law.

A company has a separate legal personality and generally provides limited liability to its members. It has a more formal legal structure and continues despite changes in membership.

7. Name and explain the essential elements of a valid contract.

Answer: A valid contract generally requires an offer and acceptance, lawful consideration and a lawful object. The parties must be competent to contract and their consent must be free.

The terms of the agreement should be certain and the agreement should not be expressly declared void by law. Where required, legal formalities such as writing, registration or other prescribed requirements must also be followed.

These conditions ensure that the agreement creates legally enforceable rights and obligations.

8. Explain the difference between a void and a voidable contract.

Answer: A void agreement is one that is not legally enforceable. It does not create enforceable contractual rights.

A voidable contract, on the other hand, is enforceable at the option of one of the parties. It commonly arises where consent has not been obtained freely, such as through coercion, fraud or undue influence.

Thus, a void agreement lacks legal enforceability, while a voidable contract remains enforceable unless the entitled party chooses to avoid it.

Section D

(Answer in not more than 140 words)

(4 Q× 5 = 20)

IV. Long Answer / Case-Based Questions

1. What are trade secrets? Explain how trade secrets are protected under Indian law. Also, distinguish their protection from patents and copyrights on the basis of their duration and scope.

Answer: A trade secret is confidential business information that provides a business with a competitive advantage. It may include formulas, methods, processes, customer lists or business strategies. For protection, the information should have commercial value because it is secret and reasonable steps should be taken to keep it confidential.

India does not have a separate statute specifically dealing with trade secrets. Protection is mainly provided through contracts, confidentiality agreements and principles of equity and common law. Courts can grant remedies when confidential information is misused or disclosed without permission.

A patent protects a new invention for a limited period, generally 20 years, subject to legal requirements. Copyright protects original literary, artistic and other creative works for a specified statutory period. In contrast, a trade secret can remain protected indefinitely as long as it remains confidential.

2. Explain the Appointment, Retirement and Removal of Judges of the Supreme Court.

Answer: The judges of the Supreme Court of India are formally appointed by the President of India. The appointment process follows the constitutional system of consultation with senior judges, commonly known as the Collegium System.

A person appointed as a Supreme Court judge must be a citizen of India and must have been a High Court judge for at least five years, or a High Court advocate for at least ten years. A distinguished jurist may also be appointed.

A Supreme Court judge retires at the age of 65 years. A judge cannot be removed from office by the government alone. Removal is possible only on the grounds of proved misbehaviour or incapacity.

For removal, each House of Parliament must pass an address by the required special majority. After this, the President issues the order of removal. This procedure helps protect judicial independence.

3. Answer **Any 1**

Question- Riya, a 17-year-old student, purchased an expensive laptop from a shopkeeper on credit and signed an agreement promising to pay the amount after six months. When the shopkeeper demanded payment, Riya refused, stating that she was a minor when the agreement was made. The shopkeeper argued that Riya had signed the agreement and therefore must pay the amount.

Based on the principles of Contract Law, discuss whether the shopkeeper can legally enforce the agreement against Riya.

Answer: The agreement with Riya is not a valid contract because she was a minor when the agreement was made. Under the principles of the Indian Contract Act, 1872, a person must be competent to contract. A minor is generally not competent to enter into a legally enforceable contract.

The fact that Riya signed the agreement does not make it a valid contract. Her signature cannot by itself create contractual liability.

Therefore, the shopkeeper generally cannot enforce the agreement against Riya as a contractual obligation. The law protects minors because they may not fully understand the legal consequences of their agreements.

However, certain legal provisions may apply where a minor receives necessities suited to their condition in life, subject to the applicable rules. Thus, Riya's agreement for purchasing the laptop on credit is generally not enforceable as a contract.

OR

Question- Explain the meaning of ADR and discuss the major methods of Alternative Dispute Resolution in India.

Answer: Alternative Dispute Resolution (ADR) refers to methods used to resolve disputes without going through the complete traditional court process. ADR aims to make dispute resolution quicker, less expensive and more flexible.

Important ADR methods include arbitration, mediation, conciliation and Lok Adalat.

In arbitration, the dispute is submitted to an arbitrator who gives an arbitral award. In mediation, a neutral mediator helps the parties reach their own settlement. Conciliation is also a settlement process in which the conciliator may take a more active role in suggesting solutions. Lok Adalats provide a forum for settlement of eligible disputes through compromise and are intended to provide speedy and inexpensive justice.

ADR reduces the burden on courts and encourages parties to resolve disputes efficiently. It is particularly useful in many civil and commercial disputes.

4. Explain the main modes of transfer of property.

Answer: Property can be transferred through different legal methods depending on the nature of the property and the intention of the parties.

Sale involves transfer of ownership for a price. A lease involves transfer of the right to enjoy property for a certain period in return for consideration. An exchange occurs when ownership of one property is transferred in return for ownership of another property. A gift is a voluntary transfer made without consideration, subject to legal requirements.

The transferor must have the legal capacity and authority to transfer the property. The transfer must comply with applicable legal requirements, including registration or documentation where required.

These modes of transfer help individuals legally transfer ownership or rights in property from one person to another.

***** ALL THE BEST*****