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***Memory Based Paper***

***SEBI Legal 2023***

***Phase I - Paper II***

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1. Article 14 of Constitution of India is related to
- Equality before Law
  - Equal opportunity of employment
  - Abolition of titles
  - Removal of discrimination
  - Freedom of expression

Ans- a

Article 14	The State shall not deny to any person equality before the law or the equal protection of the laws within the territory of India, on grounds of religion, race, caste, sex or place of birth
Article 15	The State shall not discriminate against any citizen on grounds only of religion, race, caste, sex, place of birth or any of them.
Article 16	There shall be equality of opportunity for all citizens in matters relating to employment or appointment to any office under the State.
Article 17	Abolition of untouchability
Article 18	Abolition of all titles except military and academic

2. Article 18 of Constitution of India is related to
- Equality before Law
  - Equal opportunity of employment
  - Abolition of titles
  - Removal of discrimination
  - Freedom of expression

Ans- c

Article 14	The State shall not deny to any person equality before the law or the equal protection of the laws within the territory of India, on grounds of religion, race, caste, sex or place of birth
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Article 15	The State shall not discriminate against any citizen on grounds only of religion, race, caste, sex, place of birth or any of them.
Article 16	There shall be equality of opportunity for all citizens in matters relating to employment or appointment to any office under the State.
Article 17	Abolition of untouchability
Article 18	Abolition of all titles except military and academic

3. Article 21A of the Constitution was added to

- a) free and compulsory education to all children of the age of six to fourteen years
- b) free education to all children of the age of six to fourteen years
- c) free education to all children of the age above six years
- d) free education to all children below the age of fifteen years
- e) Compulsory education to be provided by State

Ans- a

Article 21A declares that the State shall provide free and compulsory education to all children of the age of six to fourteen years, in such a manner as the State may determine. Thus, this provision makes only elementary education a fundamental right and not higher or professional education.

4. "No person shall be deprived of his life or personal liberty except according to procedure established by law" is given under

- a) Article 14 of the Indian Constitution
- b) Article 21 of the Indian Constitution
- c) Article 21A of the Indian Constitution
- d) Article 32 of the Indian Constitution
- e) Article 45 of the Indian Constitution

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Ans- b

According to Article 21: "Protection of Life and Personal Liberty: No person shall be deprived of his life or personal liberty except according to procedure established by law."

- This fundamental right is available to every person, citizens and foreigners alike.
- Article 21 provides two rights:
  - Right to life
  - Right to personal liberty
- The fundamental right provided by Article 21 is one of the most important rights that the Constitution guarantees.
- The Supreme Court of India has described this right as the 'heart of fundamental rights'.
- The right specifically mentions that no person shall be deprived of life and liberty except as per the procedure established by law. This implies that this right has been provided against the State only. State here includes not just the government, but also, government departments, local bodies, the Legislatures, etc.

5. Article 129 of Constitution states that "The Supreme Court shall be a court of ..... and shall have all the powers of such a court including the power to punish for contempt of itself"

- a) Record
- b) Highest order
- c) Contempt
- d) Government of India
- e) Appeal

Ans- a

Article 129 of Indian Constitution -Supreme Court to be a court of record - The Supreme Court shall be a court of record and shall have all the powers of such a court including the power to punish for contempt of itself

6. The names of States and Union Territories are given in

- a) First Schedule of Indian Constitution
- b) Second Schedule of Indian Constitution
- c) Third Schedule of Indian Constitution
- d) The Government Of Union Territories Act, 1963
- e) State Reorganisation Act 1956

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Ans- a

Schedule 1 of the Indian constitution contains the list of states and union territories and their extent and territorial jurisdictions.

7. The provisions of Separation of Judiciary from Executive is given under

- a) Article 48 of Constitution
- b) Article 50 of Constitution
- c) Article 42 of Constitution
- d) Article 51 of Constitution
- e) Article 48A of Constitution

Ans-b

Article 50 of the Constitution of India, which contains a Directive Principle of State Policy, provides that the State shall take steps to separate the Judiciary from the Executive in the Public Services of the State.

8. The Governor of the State may ..... entrust to State Government or to its officers functions in relation to any matter to which the executive power of the State extends

- a) With the consent of the President
- b) With the consent of the Government of State
- c) With the consent of Government of India
- d) On his own
- e) On the direction of Central Government

Ans- c

Article 258A of the Indian Constitution

Notwithstanding anything in this Constitution, the Governor of a State may, with the consent of the Government of India, entrust either conditionally or unconditionally to that Government or to its officers functions in relation to any matter to which the executive power of the State extends.

9. The total number of Council of Ministers shall

- a) Not exceed 15% of the total number of members of the House of the People, excluding the Prime Minister

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- b) Not exceed 15% of the total number of members of the House of the People, including the Prime Minister
- c) Not exceed 12% of the total number of members of the House of the People, including the Prime Minister
- d) Not exceed 15% of the total number of members of the House of the People, excluding the Prime Minister
- e) Not exceed 10% of the total number of members of the House of the People, including the Prime Minister

Ans- b

Article 75 of the Indian Constitution

Article 75 (1A) The total number of Ministers, including the Prime Minister, in the Council of Ministers shall not exceed fifteen per cent. of the total number of members of the House of the People.

10. Consensus ad idem means

- a) Same idea
- b) Consent on same idea
- c) Meeting of the minds
- d) Same opinion on contract
- e) Similar consent on contract terms

Ans- c

Consensus ad idem means meeting of minds. It is mostly used in contract law, and refers to the fact that there is an agreement among the parties to contract. It simply means that there exists a mutual agreement among all parties to a contract.

11. Which of the following terms is related to “friend of the court”?

- a) Amicus curiae
- b) Eiusdem generis
- c) Bona fide
- d) Actori incumbit
- e) Ad hominem

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Ans- a

Amicus curiae means friend of the court. He is an impartial advisor to the court of law.

Amicus Curiae is defined as - One (such as a professional person or organization) that is not a party to a particular litigation but that is permitted by the court to advise it in respect to some matter of law that directly affects the case in question.

12. The latin maxim 'obiter dicta' means

- a) Things said specifically
- b) Things said by the way
- c) Specific order declared by the court
- d) Obligation dictated by the court
- e) Dictation given by the court

Ans- b

Obiter Dicta

Latin for "things said by the way" – observations by a judge or court about a point of law which may be interesting but do not form part of the decision in the case. An *obiter dictum* does not have precedential value and is not binding on other courts.

13. The term 'corpus delicti' means

- a) Body of the crime
- b) Deceased person's body
- c) Decomposed body
- d) Criminal decision
- e) Decision based on Corpse

Ans- a

Corpus delicti is a Latin term meaning "body of the crime". It is the essential facts that prove that a crime has been committed. The doctrine of corpus delicti is the requirement that the state prove that a crime has been committed prior to allowing a confession to be admitted into evidence.

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14. Which of the following term describes infringement or violation of legal private right of any person without any actual loss or damage?

- a) Damnum sine injuria
- b) Injuria sine damnum
- c) Volenti non fit injuria
- d) Actus dei nemini facit injuriam
- e) Ex injuria jus non oritur

Ans- b

Injuria Sine Damnum - This maxim Injuria Sine Damnum means infringement or violation of a legal private right of a person even if there is no actual loss or damage. In such a case the person whose right is infringed has a good cause of action. It is not necessary for him to prove any special damage. The infringement of private right is actionable per se. What is required to show is the violation of a right in which case the law will presume damage. Thus, in cases of assault, battery, false imprisonment, libel etc., the mere wrongful act is actionable without proof of special damage. The Court is bound to award to the plaintiff at least nominal damages if no actual damage is proved.

15. When a list of specific words are being followed by the general words, the general words are interpreted in a way ..... to the specific words

- a) Mutatis mutandis
- b) Ejusdem generis
- c) Non obstante
- d) Ratio decidendi
- e) Obiter dictum

Ans- b

Ejusdem Generis - This doctrine is applied when there are some specified words which are been followed by the general words. If there is any ambiguity in the meaning of the general words then this doctrine is applied. This doctrine provides that the general words which follow the specified words will be restricts to the same class of the specified words.

16. Any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law in pursuance of a contract or otherwise in relation to any service is called

- a) Defect



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- b) Defective goods
- c) Deficiency
- d) Defective service
- e) Warranty

Ans-c

### Section 2(g) of Consumer Protection Act

“deficiency” means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service;

17.” Thou art to be hanged not for having stolen a horse, but in order that other horses may not be stolen.” This is the theme of

- a. Deterrent Theory
- b. Doctrine of Societal Personification
- c. Doctrine of Correctional Vengeance
- d. Retributive Theory
- e. Preventive Theory

Ans- a

### Deterrent Theory Of Punishment

The term deterrent, comes from the word deter which aims at preventing criminals or individuals from committing the offence of any crime. This keeps in mind that an individuals probability of committing any crime in future is lowered and it will generate a fear in their minds so that they are aware of the consequences of their criminal act. The idea of Deterrent theory of punishment is a Utopian idea.

This can be understood in the words of Dr. Bennett J, who said:

Thou art to be hanged not for having stolen a horse, but in order that other horses may not be stolen . This mean that deterrent theory of punishment aims not only at punishing a criminal but ensuring that the same kind of act is not repeated again in the future.

18. Whoever intentionally uses force to any person, without that person's consent, in order to cause injury, fear or annoyance to the person is said to cause

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- a) Assault
- b) Battery
- c) Criminal Force
- d) Assault by force
- e) Force

Ans- c

### Section 350 IPC

Whoever intentionally uses force to any person, without that person's consent, in order to the committing of any offence, or intending by the use of such force to cause, or knowing it to be likely that by the use of such force he will cause injury, fear or annoyance to the person to whom the force is used, is said to use criminal force to that other.

19. Jurisprudence is a latin term which means

- a) Knowledge/Study of Law
- b) Interpretation of Law
- c) Rule of Law
- d) Procedure established by law
- e) Justice

Ans- a

The word 'jurisprudence' is the English derivation of the Latin word 'jurisprudentia'. The translation of the word means the study, knowledge or skill with regards to the law.

20. According to Salmond, jurisprudence is the body of principles recognized and applied by the State in the

- a) Administration of executive
- b) Administration of justice
- c) Pursuit of justice
- d) Enforcement of sanctions
- e) Regulation of conduct

Ans- b

According to Friedmann, "The law consists of norms of conduct set for a given community and accepted by it as binding by an authority equipped with the power to lay down norms of a degree of general application to enforce them by a variety of sanctions."

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According to Duguit, "Law is essentially a social fact which regulates the conduct of each individual in the community."

According to Parker, "Law is the body of principles enforced and applied by the state through judicial authorities by physical force in pursuit of justice."

**According to Salmond, "Law as the body of principles, recognised and applied by the State, in the administration of justice."**

21. Where the prescribed period for any suit, appeal or application expires on a day when the court is closed, the suit, appeal or application may be instituted or made

- a) The next day
- b) On the day when the court re-opens
- c) On the day when the court decides
- d) On the same day next week
- e) On the day when the parties decide

Ans-b

**Section 4 in The Limitation Act, 1963** - Expiry of prescribed period when court is closed.— Where the prescribed period for any suit, appeal or application expires on a day when the court is closed, the suit, appeal or application may be instituted, preferred or made on the day when the court reopens. Explanation.— A court shall be deemed to be closed on any day within the meaning of this section if during any part of its normal working hours it remains closed on that day.

22. In computing the period of limitation for any suit the time during which the defendant has been ..... and from the territories outside India under the administration of the Central Government, shall be excluded

- a) Absent from the territorial jurisdiction of State Government
- b) Absent from the territorial jurisdiction of Central Government
- c) Absent from India
- d) Absent from the jurisdiction of High Court
- e) Undergoing imprisonment

Ans- c

Section 15(5) of Limitation Act - In computing the period of limitation for any suit the time during which the defendant has been absent from India and from the territories outside India under the administration of the Central Government, shall be excluded.

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23. What is the limitation period for a suit by a mortgagor to enforce payment of money secured by a mortgage or otherwise charged upon immovable property?

- a) Three years when the money sued for becomes due
- b) Two years when the money sued for becomes due
- c) One year when the money sued for becomes due
- d) Twelve years when the money sued for becomes due
- e) Thirty years when the money sued for becomes due

Ans- d

Article 62 of Limitation Act

24. Where the mortgagor ostensibly sells the mortgaged property, on condition that on default of payment of the mortgage-money on a certain date the sale shall become absolute, this is called

- a) Usufructuary mortgage
- b) Simple mortgage
- c) Mortgage by conditional sale
- d) Anomalous mortgage
- e) Absolute sale

Ans- c

Section 58 of Transfer of Property Act

**Mortgage by conditional sale.**—Where the mortgagor ostensibly sells the mortgaged property—on condition that on default of payment of the mortgage-money on a certain date the sale shall become absolute, or on condition that on such payment being made the sale shall become void, or on condition that on such payment being made the buyer shall transfer the property to the seller, the transaction is called a mortgage by conditional sale and the mortgagee a mortgagee by conditional sale.

25. A suit to obtain a decree that a mortgagor shall be absolutely debarred of his right to redeem the mortgaged property is called a

- a) suit for foreclosure
- b) Suit for redemption
- c) Suit for sale
- d) Suit for possession
- e) Suit for mortgage

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Ans- a

### Section 67 of Transfer of Property Act

26. Where the mortgaged property is a lease, and the mortgagee obtains a renewal of the lease, the mortgagor, upon redemption, shall

- a) Not have the benefit of new lease
- b) have the option to terminate the lease
- c) have the benefit of the new lease
- d) Have the benefit of the new lease, in the absence of a contract to the contrary
- e) Have the benefit of new lease despite present of contract to the contrary

Ans- d

### Section 64 of Transfer of Property Act

Renewal of mortgaged lease.—Where the mortgaged property is a lease, and the mortgagee obtains a renewal of the lease, the mortgagor, upon redemption, shall, in the absence of a contract by him to the contrary, have the benefit of the new lease.

27. Goods to be manufactured or produced or acquired by the seller after the making of the contract of sale are called

- a) Prospective goods
- b) Future Goods
- c) Retrospective Goods
- d) Goods
- e) Specific Goods

Ans- b

### Section 2(6) of Sale of Goods Act

“future goods” means goods to be manufactured or produced or acquired by the seller after the making of the contract of sale;

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28. A warranty is a stipulation collateral to the main purpose of the contract, the breach of which gives rise to

- a) Claim for damages
- b) Reject the goods
- c) Treat the contract as repudiated
- d) Reconstruction of the contract
- e) Create charge or encumbrance

Ans- a

Section 12 of Sale of Goods Act

Condition and warranty—

(1) A stipulation in a contract of sale with reference to goods which are the subject thereof may be a condition or a warranty.

(2) A condition is a stipulation essential to the main purpose of the contract, the breach of which gives rise to a right to treat the contract as repudiated.

(3) A warranty is a stipulation collateral to the main purpose of the contract, the breach of which gives rise to a claim for damages but not to a right to reject the goods and treat the contract as repudiated.

(4) Whether a stipulation in a contract of sale is a condition or a warranty depends in each case on the construction of the contract. A stipulation may be a condition, though called a warranty in the contract.

29. Where there is an unconditional contract for the sale of specific goods in a deliverable state, the property in the goods passes to the buyer

- a) When the contract is made
- b) When the goods are delivered
- c) When the payment is done
- d) When the time of payment is fixed
- e) When contract is made and goods are delivered

Ans- a

Section 20 of Sale of Goods Act

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Specific goods in a deliverable state.— Where there is an unconditional contract for the sale of specific goods in a deliverable state, the property in the goods passes to the buyer when the contract is made, and it is immaterial whether the time of payment of the price or the time of delivery of the goods, or both, is postponed.

30. If the parties fail to determine the number of arbitrators,

- a) The Arbitration Tribunal shall consist of a sole arbitrator
- b) The Arbitration Tribunal shall consist of three arbitrators
- c) The Arbitration Tribunal shall consist of two arbitrator
- d) The number of arbitrators shall be determined by the Court
- e) The Court will order the parties to decide on the number of arbitrators

Ans- a

Section 10 of Arbitration and Conciliation Act

Number of arbitrators.—(1) The parties are free to determine the number of arbitrators, provided that such number shall not be an even number.

(2) Failing the determination referred to in sub-section (1), the arbitral tribunal shall consist of a sole arbitrator

31. If the parties fail to agree on the place of arbitration, the place of arbitration shall be

- a) Determined by the Court
- b) Determined by the arbitral tribunal
- c) Determined by the arbitral tribunal having regard to the circumstances of the case
- d) The place of Sitting of High Court
- e) Determined by the parties, as directed by the Arbitral Tribunal

Ans- c

Section 20 of Arbitration and Conciliation Act

Place of arbitration.—

(1) The parties are free to agree on the place of arbitration.

(2) Failing any agreement referred to in sub-section (1), the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case, including the convenience of the parties.

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(3) Notwithstanding sub-section (1) or sub-section (2), the arbitral tribunal may, unless otherwise agreed by the parties, meet at anyplace it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of documents, goods or other property

32. The arbitral tribunal shall issue an order for the termination of the arbitral proceedings where

- a) the arbitral tribunal finds that the continuation of the proceedings has for any reason become unnecessary
- b) The arbitral award has been passed
- c) The arbitral proceedings have prolonged
- d) The award cannot be passed
- e) The dispute has been rejected

Ans- a

### Section 32 of Arbitration and Conciliation Act

Termination of proceedings.—(1) The arbitral proceedings shall be terminated by the final arbitral award or by an order of the arbitral tribunal under sub-section (2).

(2) The arbitral tribunal shall issue an order for the termination of the arbitral proceedings where—

- (a) the claimant withdraws his claim, unless the respondent objects to the order and the arbitral tribunal recognises a legitimate interest on his part in obtaining a final settlement of the dispute,
- (b) the parties agree on the termination of the proceedings, or
- (c) the arbitral tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.

33. When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a

- a) Proposal
- b) Invitation to offer
- c) Promise
- d) Conditional promise
- e) Contract

Ans- a



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### Section 2(a) of Indian Contract Act

When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal

34. An agreement which is ....., is a voidable contract

- a) Enforceable by law at the option of one or more parties
- b) Enforceable by law at the option of one or more of the parties, but not at the option of the other
- c) Not enforceable by law
- d) Not enforceable by law at the option of one or more parties
- e) Enforceable by law

Ans- b

### Section 2(i) of Indian Contract Act

An agreement which is enforceable by law at the option of one or more of the parties thereto, but not at the option of the other or others, is a voidable contract

35. Contingent contracts to do or not to do anything if an uncertain future event does not happen

- a) Cannot be enforced
- b) Can be enforced
- c) can be enforced when the happening of that event becomes impossible
- d) can be enforced on the happening of that event
- e) cannot be enforced by law unless and until that event has happened

Ans- c

### Section 33 of Indian Contract Act

Enforcement of contracts contingent on an event not happening—Contingent contracts to do or not to do anything if an uncertain future event does not happen can be enforced when the happening of that event becomes impossible, and not before.

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36. Where a person gives a guarantee upon a contract that the creditor shall not act upon it until another person has joined in it as co-surety

- a) The contract is void
- b) the guarantee is not valid
- c) the guarantee is not valid if that other person does not join
- d) The guarantee is abolished
- e) The surety is discharged

Ans- c

### Section 144 of Indian Contract Act

Guarantee on contract that creditor shall not act on it until co-surety joins.—Where a person gives a guarantee upon a contract that the creditor shall not act upon it until another person has joined in it as co-surety, the guarantee is not valid if that other person does not join.

37. Specific relief Act can be granted for the purpose of

- a) Enforcing penal laws
- b) Enforcing individual civil rights
- c) Recovery of possession of movable property
- d) Recovery of possession of immovable property
- e) Recovery or possession of poverty

Ans- b

### Section 4 of Specific Relief Act

Specific relief to be granted only for enforcing individual civil rights and not for enforcing penal laws.—Specific relief can be granted only for the purpose of enforcing individual civil rights and not for the mere purpose of enforcing a penal law.

38. Suit for recovery of possession of immovable property, if a person is dispossessed without his consent otherwise than in due course of law can be initiated

- a) Within 12 months from the date of dispossession
- b) Within 6 months from the date of dispossession
- c) Within 2 years from the date of dispossession
- d) Within 3 years from the date of dispossession
- e) Within 12 years from the date of dispossession

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Ans - b

Section 6 of Specific Relief Act

Suit by person dispossessed of immovable property.—

(1) If any person is dispossessed without his consent of immovable property otherwise than in due course of law, he or any person 2 [through whom he has been in possession or any person] claiming through him may, by suit, recover possession thereof, notwithstanding any other title that may be set up in such suit.

(2) No suit under this section shall be brought— (a) after the expiry of six months from the date of dispossession; or (b) against the Government.

(3) No appeal shall lie from any order or decree passed in any suit instituted under this section, nor shall any review of any such order or decree be allowed.

(4) Nothing in this section shall bar any person from suing to establish his title to such property and to recover possession thereof.

39. A suit filed under the provisions of Specific Relief Act shall be disposed of by the court

- a) within a period of twelve months from the date of service of summons to the defendant
- b) within a period of six months from the date of service of summons to the defendant
- c) within a period of twelve months from the date of complaint by plaintiff
- d) within a period of six months from the date of initiation of suit
- e) within a period of twelve months from the date of initiation of suit

Ans- a

Section 20C of Specific Relief Act - Expeditious disposal of suits—Notwithstanding anything contained in the Code of Civil Procedure, 1908, a suit filed under the provisions of this Act shall be disposed of by the court within a period of twelve months from the date of service of summons to the defendant: Provided that the said period may be extended for a further period not exceeding six months in aggregate after recording reasons in writing for such extension by the court.

40. Partnership at will is a partnership

- a) Where time period is specified
- b) Which is made with the consent of parties
- c) Which can be determined at will

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- d) Where no provision is made for the duration of partnership or for determination of partnership
- e) Which is transferable by will

Ans- d

### Section 7 of Indian Partnership Act

Partnership at will.—Where no provision is made by contract between the partners for the duration of their partnership or for the determination of their partnership, the partnership is “partnership at will”.

41. A enters into a partnership with B and C to undertake a contract of construction of a building and divide the profits equally among them. This is

- a) Partnership at will
- b) Particular Partnership
- c) Not a partnership
- d) A temporary contract
- e) Partnership by status

Ans -b

### Section 8 of Partnership Act

Particular partnership.—A person may become a partner with another person in particular adventures or undertakings.

42. A minor may be admitted to the benefits of partnership

- a) With the consent of majority of the partners
- b) With the consent of all the partners
- c) Without the consent of partners
- d) With the order of the Court
- e) Cannot be admitted to benefits of partnership

Ans- b

### Section 30 of Indian Partnership Act

Minors admitted to the benefits of partnership.—(1) A person who is a minor according to the law to which he is subject may not be a partner in a firm, but, with the consent of all the partners for the time being, he may be admitted to the benefits of partnership.

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43. Where, by the wrongful act or omission of a partner acting in the ordinary course of the business of a firm, loss or injury is caused to any third party

- a) The firm is not liable
- b) Other partners may remove the wrongdoers from partnership
- c) the firm is liable to the same extent as the partner.
- d) All the partners are liable
- e) The partnership is terminated

Ans- c

### Section 26 of Indian Partnership Act

Liability of the firm for wrongful acts of a partner.—Where, by the wrongful act or omission of a partner acting in the ordinary course of the business of a firm, or with the authority of his partners, loss or injury is caused to any third party, or any penalty is incurred, the firm is liable therefor to the same extent as the partner.

44. Subordinate legislation is when

- a) Parliament makes procedures to operate itself
- b) Parliament makes laws for working of executive
- c) Parliament delegates law making powers to executive
- d) Parliament does not delegate law making power
- e) Parliament makes laws to regulate the country

Ans- c

Subordinate legislation is a process by which the executive is given powers by primary legislation to make laws in order to implement and administer the requirements of that primary legislation. Such law is the law made by a person or body other than the legislature but with the legislature's authority. Article 13(3) of the Indian Constitution includes within the definition of law forms of subordinate legislation such as order, rule, regulation, notification.

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45. A statute which governs the event which takes place in future after the statute has come into existence is

- a) Enabling Statute
- b) Disabling statute
- c) Retrospective Statute
- d) Prospective Statute
- e) Future Statute

Ans- d

Prospective Statute means it can be applied from a future date. A law can be considered as prospective when it is appropriate just to cases which will emerge after its authorization. It shows that it is worried about or applying the laws in future or at least from the date of initiation of the resolution.

46. A, residing in Delhi, publishes in Calcutta statements defamatory of B, residing in Mumbai. B may sue A

- a) Only in Delhi
- b) Only in Mumbai
- c) Either in Mumbai or in Calcutta
- d) Either in Delhi or in Calcutta
- e) Only in Calcutta

Ans- d

### Section 19 of CPC

Suits for compensation for wrongs to person or movables.—Where a suit is for compensation for wrong done to the person or to movable property, if the wrong was done within the local limits of the jurisdiction of one Court and the defendant resides, or carries on business, or personally works for gain, within the local limits of the jurisdiction of another Court, the suit may be instituted at the option of the plaintiff in either of the said Courts.

### Illustrations

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- (a) A, residing in Delhi, beats B in Calcutta. B may sue A either in Calcutta or in Delhi.
- (b) A, residing in Delhi, publishes in Calcutta statements defamatory of B. B may sue A either in Calcutta or in Delhi.

47. Every suit shall be instituted by presenting

- a) plaint in duplicate to the Court or such officer as it appoints in this behalf
- b) Plaint to the Court or such officer as it appoints in this behalf
- c) plaint to the Court
- d) plaint in duplicate to the Court
- e) Plaint to the Court and the defendant

Ans- a

Order IV Rule 1 CPC - Suit to be commenced by plaint.—

- (1) Every suit shall be instituted by presenting plaint in duplicate to the Court or such officer as it appoints in this behalf.
- (2) Every plaint shall comply with the rules contained in Orders VI and VII, so far as they are applicable.
- (3) The plaint shall not be deemed to be duly instituted unless it complies with the requirements specified in sub-rules (1) and (2).

48. As per Order VII Rule 11 of CPC, what happens when cause of action is not disclosed by the plaint?

- a) Rejection of the plaint
- b) Dismissal of the plaint
- c) Ex-parte decision
- d) Relief is granted
- e) Plaint is returned to submit again

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Ans- a

Order VII Rule 11 CPC

Rejection of plaint.— The plaint shall be rejected in the following cases:—

- (a) where it does not disclose a cause of action;
- (b) where the relief claimed is undervalued, and the plaintiff, on being required by the Court to correct the valuation within a time to be fixed by the Court, fails to do so;
- (c) where the relief claimed is properly valued, but the plaint is returned upon paper insufficiently stamped, and the plaintiff, on being required by the Court to supply the requisite stamp-paper within a time to be fixed by the Court, fails to do so;
- (d) where the suit appears from the statement in the plaint to be barred by any law;
- (e) where it is not filed in duplicate;
- (f) where the plaintiff fails to comply with the provisions of rule 9:

Provided that the time fixed by the Court for the correction of the valuation or supplying of the requisite stamp-paper shall not be extended unless the Court, for reasons to be recorded, is satisfied that the plaintiff was prevented by any cause of an exceptional nature from correcting the valuation or supplying the requisite stamp-paper, as the case may be, within the time fixed by the Court and that refusal to extend such time would cause grave injustice to the plaintiff.]

49. When a counterclaim is set up in a suit, what happens to the counterclaim if the suit is dismissed?

- a) Counterclaim will be dismissed
- b) Counterclaim can be proceeded with
- c) A new suit can be presented for counterclaim
- d) The court directs the counterclaim to be freshly instituted
- e) Counterclaim is stayed



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Ans- b

Order VIII Rule 6D

Effect of discontinuance of suit.— If in any case in which the defendant sets up a counterclaim, the suit of the plaintiff is stayed, discontinued or dismissed, the counter-claim may nevertheless be proceeded with.

50. A person, B acts in an intentional or negligent way that causes an unauthorized interference with C's possession or enjoyment of chattel. Which of the following offence has been committed by B?

- a) Tort of trespass
- b) Tort of negligence
- c) Assault
- d) Annoyance
- e) Tort of vicarious liability

Ans- a

Generally, a trespass refers to a wrongful use of another person's property without his or her permission. Under intentional torts, there are two types of trespass: (1) trespass to chattels and (2) trespass to land. Trespass to land is an unlawful entry or use of another person's land without the owner's permission or reasonable excuse.

On the other hand, a trespass to chattels is an intentional interference with another person's lawful possession of a personal property. A "chattel" refers to any personal property, moving or non-moving. Trespass to chattels does not apply to real property or any interest in land.

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