

CLAT WHISPERS

(CLAT Mentorship Program)

[CLICK HERE TO JOIN OUR TELEGRAM CHANNEL](#)

[CLICK HERE TO JOIN OUR TELEGRAM DISCUSSION GROUP](#)

Passage 1

In the law of contracts, the foundation of enforceability lies in the principle of “free consent.” The Indian Contract Act, 1872, provides that an agreement becomes a contract only when parties consent freely to it. Consent is defined as “when two or more persons agree upon the same thing in the same sense.” However, consent is not considered “free” if it is caused by coercion, undue influence, fraud, misrepresentation, or mistake. Each of these elements carries distinct characteristics and legal consequences.

Coercion refers to compelling a party to enter into a contract through unlawful threats or force, thereby leaving them no reasonable choice. For instance, if someone is threatened with harm unless they sign a contract, the consent is tainted by coercion. Undue influence arises where one party, in a position of dominance (such as a guardian, spiritual advisor, or employer), unfairly exploits that position to obtain an agreement. The law presumes undue influence in certain fiduciary or dependent relationships.

Fraud involves deliberate deception with the intent to secure consent, such as knowingly making false statements about a material fact. Misrepresentation, on the other hand, consists of innocent or negligent false statements that induce the other party into the contract. Although misrepresentation does not involve intent to deceive, it still allows the aggrieved party to rescind the contract if the misrepresentation was material. Mistake may render an agreement void if both parties misunderstood essential facts.

The remedies vary: contracts induced by coercion, undue influence, fraud, or misrepresentation are voidable at the option of the aggrieved party. In some cases, restitution or damages may be available. Contracts based on bilateral mistakes are void altogether. Importantly, mere silence does not amount to fraud unless there is a duty to speak.

DAILY LEGAL PRACTICE SHEET FOR CLAT

CLAT WHISPERS

CLAT WHISPERS

(CLAT Mentorship Program)

Thus, the doctrine of free consent ensures fairness by protecting parties from being bound by agreements entered under unfair or misleading circumstances, while balancing contractual freedom.

Q1. Ramesh, a shopkeeper, threatens to falsely accuse a supplier of theft unless the supplier agrees to sell goods at half price. What vitiates the supplier's consent?

- a) Misrepresentation
- b) Coercion
- c) Undue influence
- d) Fraud

Q2. A spiritual guru persuades his devotee to donate property, claiming "it will bring you salvation." Later, the devotee challenges it. Which doctrine applies?

- a) Undue influence
- b) Coercion
- c) Fraud
- d) Misrepresentation

Q3. A car dealer honestly but mistakenly tells a buyer that a car's mileage is 20 km/litre, based on an old manual. The buyer later discovers it is only 15 km/litre. Which applies?

- a) Fraud
- b) Coercion
- c) Misrepresentation
- d) Undue influence

Q4. A father sells land to his son at one-fourth its real value. The son was in a dominant position controlling his father's finances. What is the legal effect?

- a) Valid contract
- b) Contract induced by undue influence, voidable

DAILY LEGAL PRACTICE SHEET FOR CLAT
CLAT WHISPERS

CLAT WHISPERS

(CLAT Mentorship Program)

- c) Void contract
- d) Fraudulent contract

Q5. Two parties enter a contract believing a particular ship (subject of contract) is at sea. Unknown to both, the ship had already sunk. The contract is—

- a) Voidable due to misrepresentation
- b) Valid contract
- c) Void due to mistake of fact
- d) Fraudulent contract

Passage 2

The Constitution of India guarantees the right to equality under Articles 14–18. Article 14 declares that the State shall not deny any person equality before the law or equal protection of laws. This embodies both the “rule of law” and the concept of equal treatment of similarly situated individuals. However, equality does not mean absolute uniformity. The principle of “reasonable classification” allows the State to create distinctions among groups, provided such distinctions are based on intelligible differentia and bear a rational nexus to the objective sought.

For example, a law taxing luxury goods at a higher rate than essential commodities does not violate equality, since the classification is rational. However, if a law arbitrarily taxes goods manufactured in one city more heavily than in another without justification, it may be struck down as discriminatory.

The doctrine of reasonable classification ensures flexibility, permitting welfare laws, affirmative action, and protective discrimination for disadvantaged groups. Articles 15 and 16 further enable special provisions for women, children, Scheduled Castes, Scheduled Tribes, and socially and educationally backward classes. This embodies “substantive equality,” recognizing that treating unequal persons equally perpetuates inequality.

At the same time, the doctrine guards against arbitrariness. Article 14 has been interpreted to prohibit not only discriminatory classification but also arbitrary State action. Thus, even without explicit classification, any arbitrary or unreasonable government action may be invalidated.

DAILY LEGAL PRACTICE SHEET FOR CLAT

CLAT WHISPERS

CLAT WHISPERS

(CLAT Mentorship Program)

Through these principles, the right to equality functions as a cornerstone of constitutional governance, balancing fairness, social justice, and practical governance.

Q1. The State passes a law providing free electricity up to 200 units only for households owned by government employees, while excluding all private citizens. A private shop owner challenges it under Article 14.

- a) The law is valid as government employees form a special class.
- b) The law is invalid because the classification is arbitrary with no rational nexus.
- c) The law is valid since welfare benefits are at State discretion.
- d) The law is invalid only if the shop owner is economically weaker than employees.

Q2. A new rule in a State university reserves 40% of seats exclusively for women candidates. A male candidate argues that this violates equality.

- a) Invalid – men and women should be treated identically.
- b) Valid – protected under Article 15(3), which permits special provisions for women.
- c) Invalid – reservation is allowed only for SCs/STs and OBCs.
- d) Valid only if Parliament approves the reservation.

Q3. A municipal law doubles property tax only for shops located in Market Street, while other areas of the same city are exempt, and no justification is provided. Shopkeepers challenge the law.

- a) Valid – municipalities can impose local taxes differently.
- b) Invalid – the classification is arbitrary without a rational nexus.
- c) Valid – taxation is a State subject, so it cannot be questioned.
- d) Valid only if the law was passed by a two-thirds majority.

Q4. A petitioner challenges the 27% reservation for OBCs in public employment, claiming it violates Article 14. The State argues it is a protective measure.

DAILY LEGAL PRACTICE SHEET FOR CLAT

CLAT WHISPERS

CLAT WHISPERS

(CLAT Mentorship Program)

- a) Invalid – Article 14 prohibits any reservation.
- b) Valid – Article 15(4) and 16(4) allow protective discrimination for backward classes.
- c) Invalid – only economic backwardness qualifies for reservation.
- d) Valid – but only if reservation is below 25%.

Q5. A law denies bail to all accused charged under an economic offences statute, irrespective of the gravity of the offence or individual circumstances. Accused persons challenge the provision.

- a) Valid – classification is based on type of offence.
- b) Invalid – blanket denial of bail is arbitrary and disproportionate.
- c) Valid – as the legislature has the power to make bail provisions.
- d) Invalid only if the accused can prove economic hardship.

CLAT WHISPERS

(CLAT Mentorship Program)

Answers:

Passage 1:

1. B

Explanation: Coercion involves unlawful threats to compel consent. Here, threatening false accusation leaves the supplier no reasonable choice, making the consent vitiated and contract voidable.

2. A

Explanation: Undue influence arises when a dominant party uses their position to unfairly sway the other's decision. The guru-devotee fiduciary relationship implies presumption of undue influence, making the contract voidable.

3. C

Explanation: Since the false statement was made innocently without intent to deceive, it is misrepresentation. The buyer can rescind the contract but damages are generally not available.

4. B

Explanation: The son's dominant position and the gross undervaluation suggest undue influence. Such contracts are voidable at the victim's option, to ensure fairness in fiduciary relations.

5. C

Explanation: Mutual mistake about a fundamental fact renders the contract void. Here, the subject matter (ship) does not exist, so no contract arises.

Passage 2:

1. A

DAILY LEGAL PRACTICE SHEET FOR CLAT
CLAT WHISPERS

CLAT WHISPERS

(CLAT Mentorship Program)

Explanation: The classification must have an intelligible differentia and rational nexus with the object. Favoring government employees without justification is arbitrary and discriminatory under Article 14.

2. B

Explanation: Article 15(3) explicitly allows special provisions for women and children to promote substantive equality, making such reservations constitutionally valid.

3. B

Explanation: Without reasonable classification or rational nexus for differentiating Market Street shops, the tax is arbitrary and violates Article 14's equality clause.

4. B

Explanation: The Constitution authorizes special provisions for socially and educationally backward classes under Articles 15(4) and 16(4), making OBC reservations constitutionally permissible.

5. B

Explanation: Such blanket denial ignores individual circumstances, breaching the principle of proportionality and reasonableness under Article 14, making the law arbitrary and invalid.