

Legal Reasoning Questions for CLAT | QB Set 20

A General Offer is an offer that is open to anyone, effectively made to the public in general. The concept of a General Offer was established in the landmark case of Carlill v. Carbolic Smoke Ball Co. An Indian case, Lalman Shukla v. Gauri Dutt, also illustrates the concept of a General Offer. In this case, a servant was sent by his master to find his missing nephew and announced a reward for anyone who could locate the nephew, which is another example of an offer made to the public at large.

A General Offer of a continuing nature, like the one in the Carbolic Smoke Ball case, can be accepted by multiple people until it is revoked. However, in cases where the offer relates to obtaining information about a missing item, it is typically closed as soon as the first person provides the required information.

A Specific Offer is a type of offer that is directed toward a particular, identified individual. This type of offer can only be accepted by the person for whom it was intended. In other words, the offer was meant for a specific person and couldn't be transferred to someone else without consent.

Questions

Question 1: X, a car manufacturer, advertises that they will pay ₹50,000 to anyone who buys their new model of electric car and finds any significant defect in the vehicle within the first year. Y buys the car and discovers a major defect after six months. He demands the reward, but X refuses to pay, arguing that the offer was merely an advertising gimmick and not legally binding. Is X obligated to pay Y?

- A) Yes, because X's advertisement constitutes a general offer, and Y accepted it by discovering the defect.
- B) No, because an advertisement does not create a legally binding offer.
- C) Yes, because X is a large manufacturer, and their advertisement is presumed to be legally binding.
- D) No, because the defect was discovered after six months, which is too late to claim the reward.

Question 2:

Z publishes a public notice stating that anyone who finds and returns his lost dog will be rewarded ₹10,000. W, who did not see the notice, finds and returns the dog to Z. Upon learning about the reward, W demands the ₹10,000. Z refuses, arguing that W did not return the dog in response to the offer. Is W entitled to the reward?

- A) Yes, because W fulfilled the condition of the general offer by returning the dog.
- B) No, because W did not have knowledge of the offer at the time of returning the dog.
- C) Yes, because the reward is for anyone who finds the dog, regardless of knowledge of the offer.
- D) No, because W should have confirmed the existence of an offer before returning the dog.

Question 3: P offers to sell his car to Q for ₹5,00,000. Q, unaware of the offer, purchases the same model of car from another seller for ₹4,50,000. P later demands that Q fulfill his offer and buy P's car instead, as Q did not explicitly reject the offer. Is Q legally bound to accept P's offer?

- A) Yes, because silence can be considered acceptance in certain cases.
- B) No, because Q did not communicate acceptance of P's offer.
- C) Yes, because P's offer remained open until Q bought the car from another seller.
- D) No, because P's offer was not valid without prior communication.

Question 4: A bank announces a reward of ₹5,00,000 for anyone who provides information leading to the arrest of a fugitive. M, a police officer, catches the fugitive during the course of his regular duty and claims the reward. The bank refuses to pay, arguing that M was acting under his duty as a police officer. Is M entitled to the reward?

- A) Yes, because M provided the required information and apprehended the fugitive.
- B) No, because M was performing his regular duties and cannot claim the reward for something he was already obligated to do.

C) Yes, because the bank did not specify any exclusions for police officers in the offer.

D) No, because M did not communicate acceptance of the offer before catching the fugitive.

Question 5: R offers a reward of ₹20,000 to anyone who finds and returns his missing laptop. S, a friend of R, finds the laptop and returns it without knowing for the reward. After learning about the reward, S demands the money from R. R refuses, claiming that S did not ask for the reward when returning the laptop. Is S entitled to the reward?

A) Yes, because S was in need of money and he must be compensated.

B) No, because S did not demand the reward when returning the laptop.

C) Yes, because S learned about the reward later and demanded it within a reasonable time.

D) None of the Above

Answers & Explanations

Answer to Question 1: A) Yes, because X's advertisement constitutes a general offer, and Y accepted it by discovering the defect.

This scenario follows the principles established in **Carlill v. Carbolic Smoke Ball Co.**, where an advertisement can be considered a general offer if the conditions are clear and serious, especially when a reward is offered.

Answer to Question 2: B) No, because W did not have knowledge of the offer at the time of returning the dog.

As per **Lalman Shukla v. Gauri Dutt**, for a reward to be claimed under a general offer, the person must have knowledge of the offer at the time of fulfilling the conditions.

Answer to Question 3: B) No, because Q did not communicate acceptance of P's offer.

An offer must be communicated and explicitly accepted by the other party for it to result in a binding contract. Silence does not usually constitute acceptance.

Answer to Question 4: B) No, because M was performing his regular duties and cannot claim the reward for something he was already obligated to do.

A police officer performing their duty cannot claim a reward for actions they are already obligated to undertake by law. This is based on the principle of pre-existing duty.

Answer to Question 5: D) None of the Above

In general offers, once the condition (returning the laptop) is fulfilled, the offeror is obligated to pay the reward. But without communication of offer, the same cannot be accepted by another party.