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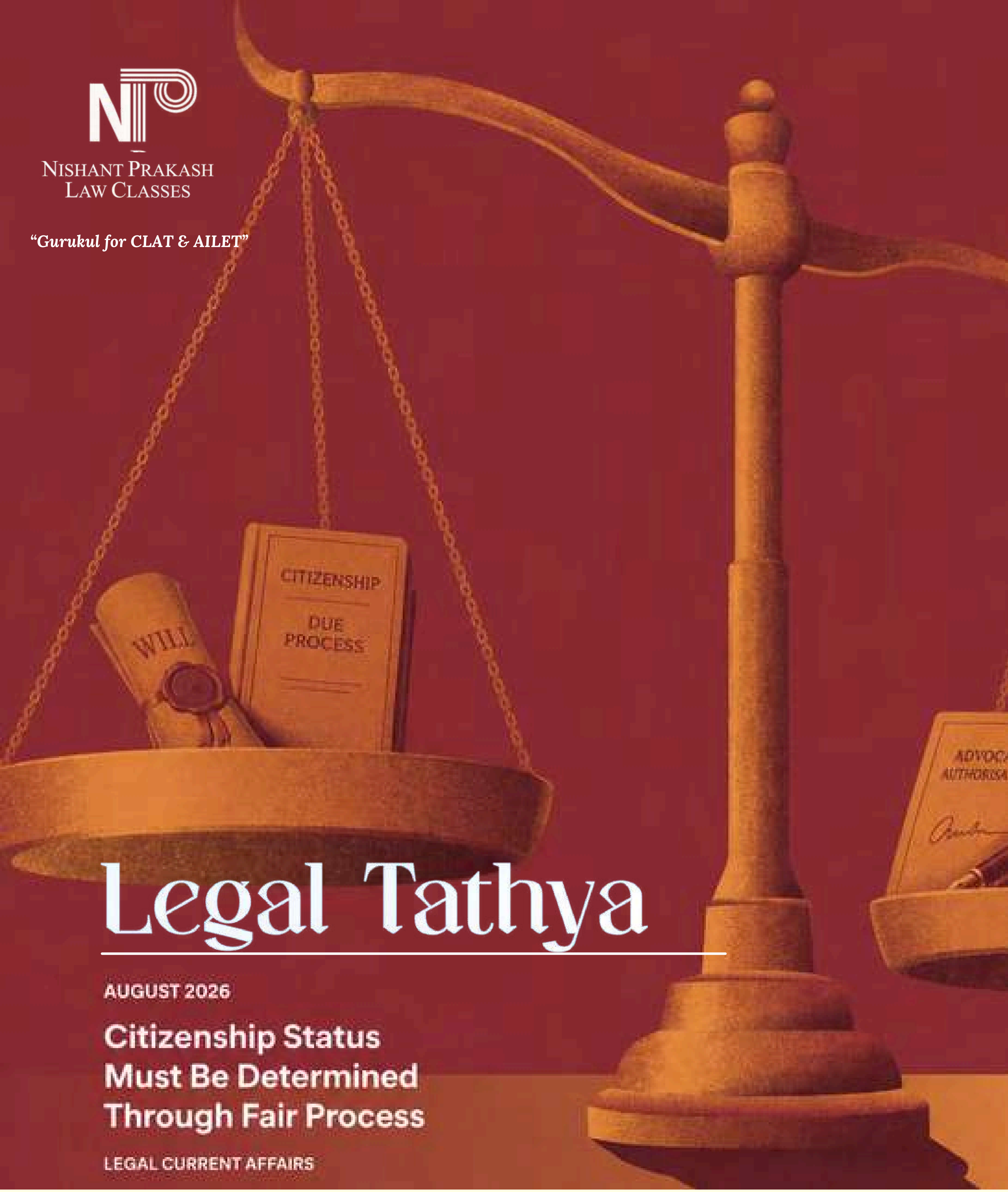
"Gurukul for CLAT & AILET"



Legal Tathya

AUGUST 2026

Citizenship Status Must Be Determined Through Fair Process

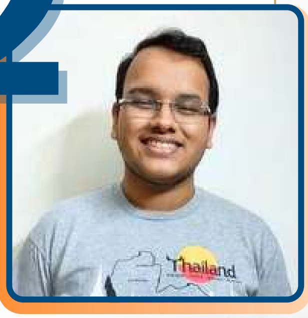
LEGAL CURRENT AFFAIRS

Your Monthly Guide to Legal Reasoning and Legal Current Affairs

NPLC's TOP 10 GLORY 2025&26

A salute to our five toppers who turned pressure into purpose — their journey fuels the ambition of every student aiming for the top.

AIR 2 | CLAT 2025



Daiwik Agarwala

AIR 2 | AILET 2025

Chaitanya Ghosh

AIR 4 | CLAT 2026

Arshnoor Singh

AIR 4 | CLAT 2025

Aditya Gautam Ankhad

AIR 4 | AILET 2026

Siddhant Rohit

***REAL* MENTORSHIP. *REAL* RESULTS.**

NPLC's

TOP PERFORMERS 2026

AIR 04, CLAT

Arshnoor Singh

AIR 04, AILET

Siddhant Rohit

AIR 22, AILET

Aryan Gupta

AIR 30, CLAT

AIR 43, AILET

AIR 69, AILET

AIR 74, AILET

AIR 77, AILET

AIR 86, AILET

YE POSTER NAHI, PROOF HAI!

NPLC's

TOP PERFORMERS 2025

AIR 02, AILET

Chaitanya Ghosh

AIR 02, CLAT

Daiwik Agarwala

AIR 04, CLAT

Aditya Ankhad

AIR 6, AILET

Dhruv Kamath

AIR 10, AILET

Vidisha Singh

AIR 24, AILET

Samyuktha Kovilakath

AIR 30, AILET

Goohika Joshi

AIR 51, AILET

Aditya Mehta

AIR 78, AILET

Yutika Kumar

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NISHANT PRAKASH LAW CLASSES

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- Personalized Mentorship
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PREPARE.
LEAD.
CONQUER.

Know your Mentor

Nishant Prakash

Nishant Prakash, founder and chief mentor at NPLC, is a nationally recognized legal educator and policy advisor. An alumnus of one of India's premier National Law Schools, Nishant left a thriving corporate law career to dedicate himself fully to teaching and mentoring the next generation of legal leaders. For over 13 years, he has built an unparalleled reputation as a transformational teacher, guiding students with precision, compassion, and personal accountability.

He has been associated with some of the country's top-tier law firms, including Luthra & Luthra, and holds expertise in Intellectual Property, Insurance, and Trade Law, with over 30 national and international publications to his credit.

A firm believer in long-term academic mentorship, Nishant combines academic rigour with real-world legal insights to prepare students for top law schools and successful careers. His work consistently bridges the gap between textbook learning and practical application, equipping students with a clear understanding of how law operates in the real world.

What sets Nishant apart is not just his knowledge, but his unwavering dedication to each student's growth. Every batch under his guidance is not just taught, but molded. He pushes students beyond their limits—while offering the support, discipline, and insight they need to thrive in competitive legal exams and beyond.

For parents looking for a mentor who truly takes ownership, and for students seeking more than just lectures—Nishant Prakash is the mentor who stays with you, every step of the way.

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NISHANT PRAKASH
LAW CLASSES

"Gurukul for CLAT & AILET"

SUPREME COURT | Landmark Judgements

1 SC Orders Status Quo on Ethanol Allocation for 2025–26

Background

- M/s Vinp Distilleries and Sugar Private Limited, a dedicated ethanol manufacturer, approached the High Court of Karnataka challenging the reduced allocation of ethanol supply granted to it despite having established a dedicated ethanol plant, its annual production capacity being approximately 9.90 crore litres and its bid being for 9.26 crore litres, against which only 3.92 crore litres were allotted for the Ethanol Supply Year (ESY) 2025-26.
- The Oil Marketing Companies (OMCs) opposed the petition, contending that preferential allocation made on a best endeavour basis could not ripen into an enforceable right entitling the distillery to seek a writ of mandamus compelling performance in terms of the inter-party agreement, and that acceptance of the representation would amount to a modification of Government policy itself, which is impermissible in law.
- The High Court allowed the plea, holding that the distillery had a legitimate expectation of the continuance of the prevailing policy, which arose directly from the agreement between the parties and from the consistent past conduct of the OMCs.
- The High Court observed that dedicated ethanol plants, which supply ethanol exclusively to the OMCs and are contractually barred from manufacturing any other product or supplying ethanol to third parties, cannot be placed at a disadvantage causing them grave and manifest prejudice.
- The High Court accordingly directed issuance of a

Case Details

Case Title:	Bharat Petroleum Corporation Ltd. v. Union of India and Ors.
Citation:	SLP (C) No. 22411 of 2026
Bench:	Justice M.M. Sundresh and Justice Sheel Nagu

Issue Before the Court

- Whether a dedicated ethanol plant can claim an enforceable legitimate expectation of continued or enhanced ethanol allocation arising from a supply agreement and the consistent past conduct of the Oil Marketing Companies.
- Whether a writ of mandamus can be issued directing Oil Marketing Companies to act in terms of a specific contractual clause governing enhancement of procurement.
- Whether a direction to reconsider allocation in favour of a single supplier amounts to an impermissible judicial modification of executive policy on ethanol blending.
- Whether the impugned order of the Single Judge of the High Court could have been challenged before the Division Bench of the same High Court instead of being carried

writ of mandamus requiring the concerned OMCs to consider and decide the representation and to act in consonance with Clause 6.8 of the agreement, noting that the OMCs had themselves invoked that clause earlier to enhance procurement from 1.44 crore litres to 3.92 crore litres.

- Aggrieved by the said order, Bharat Petroleum Corporation Ltd. approached the Supreme Court by way of a Special Leave Petition, which was heard by a partial Court working days Bench, with the Attorney General for India appearing for the corporation and a Senior Advocate appearing for the respondents.

- directly to the Supreme Court by special leave.
- Whether an interim order of status quo was warranted with respect to ethanol supply allocation for ESY 2025-26, given the contention that the High Court order could destabilise the national policy for 20% ethanol-petrol blending.
- Whether the several similar petitions pending before various High Courts on the same subject ought to be consolidated through transfer petitions.

Judgement of the Court

- The Attorney General, appearing for Bharat Petroleum Corporation Ltd., contested the order of the Karnataka High Court and submitted that the direction issued to the Oil Marketing Companies could destabilise the national policy for 20% ethanol-petrol blending known as the E20 Policy.
- On being questioned by the Bench as to why the Division Bench of the High Court could not be approached in the ordinary course, the Attorney General submitted that the ethanol supply contracts for ESY 2025-26 had already been finalised in October 2025 and that several similar petitions were pending before various High Courts.
- The Attorney General accordingly sought time from the Court to file appropriate transfer petitions so that the pending matters could be consolidated and decided uniformly.
- The Bench, after hearing the Attorney General for the petitioner corporation and the Senior Advocate appearing for the respondents, considered it appropriate to entertain the matter and issued notice to the respondents.
- The Bench ordered status quo with regard to ethanol supply allocation for the Ethanol Supply Year 2025-26, thereby preserving the existing allocation position pending further consideration of the matter.
- The order operates at the interim stage, and the questions concerning legitimate expectation, the maintainability of mandamus against the Oil Marketing Companies, and the permissible extent of judicial intervention in allocation policy remain open for adjudication when the matter is finally heard.

Key Takeaway for CLAT Aspirant

- **Doctrine of Legitimate Expectation:** This doctrine protects a person who, on the basis of an express promise, an existing practice, or the consistent past conduct of a public authority, reasonably expects a particular benefit or procedure to continue. It generally gives rise to a right to a fair hearing or reasoned consideration before the expectation is defeated, rather than a guarantee of the substantive benefit itself, and it yields where an overriding public interest or a considered change in policy justifies departure.

- **Writ of Mandamus under Article 226 of the Constitution of India, 1950:** Mandamus is a command issued by a High Court to a public authority or an instrumentality of the State to perform a public duty that it has failed or refused to perform. It lies only where the duty sought to be enforced is public in character and the applicant has a corresponding legal right, and it cannot ordinarily be used to enforce purely private contractual obligations.
- **State and Other Authorities under Article 12 of the Constitution of India, 1950**: Public sector oil marketing corporations function as instrumentalities of the State and are therefore amenable to writ jurisdiction. Consequently, their commercial and allocation decisions must satisfy the constitutional standards of fairness, reasonableness and non-arbitrariness, even when those decisions arise from contractual arrangements.
- **Article 14 and the Requirement of Non-Arbitrariness in State Contracts:** Even in the contractual sphere, the State and its instrumentalities are bound by Article 14 and cannot act arbitrarily, capriciously or with unfair discrimination between similarly placed suppliers. Allocation of quantities among bidders and dedicated plants must therefore rest on an intelligible and rational basis capable of being justified before a court.
- **Doctrine of Promissory Estoppel and its Limits in Matters of Policy:** Promissory estoppel prevents a party, including the State, from resiling from a clear representation acted upon by another to its detriment. However, the doctrine does not operate against the exercise of legislative or sovereign policy functions, and a plea of estoppel cannot be used to compel the State to continue a policy that it has lawfully revised in public interest.
- **Judicial Review of Executie Policy and its Permissible Scope:** Courts examine policy decisions on grounds of legality, procedural propriety, arbitrariness and violation of fundamental rights, and not on grounds of wisdom or economic desirability. A court cannot substitute its own view for that of the executive on how a scarce resource should be distributed, since the choice of policy lies within the domain of the executive.
- **Special Leave to Appeal under Article 136 of the Constitution of India, 1950:** Article 136 confers a discretionary and extraordinary jurisdiction on the Supreme Court to grant special leave to appeal from any judgment, decree or order of any court or tribunal in India. It is not a regular right of appeal, and the Court exercises it sparingly where a question of general public importance or a grave miscarriage of justice is involved.
- **Doctrine of Alternative Remedy and Intra-Court Appeal:** Ordinarily, an aggrieved party must exhaust the remedies available under the hierarchy of courts, including an intra-court appeal from a Single Judge to a Division Bench of the same High Court, before invoking the Supreme Court. The rule is one of self-imposed restraint rather than an absolute bar, and it may be relaxed where urgency, multiplicity of proceedings, or the risk of conflicting orders justifies direct intervention.
- **Transfer of Cases under Article 139A of the Constitution of India, 1950:** Article 139A empowers the Supreme Court to withdraw to itself, or to transfer between High Courts, cases involving substantially the same questions of law of general importance pending before more than one High Court. This mechanism prevents conflicting judicial pronouncements on a single policy question and secures uniformity across jurisdictions.
- **Interim Relief, Status Quo and the Executive Power under Article 73:** An order of status quo freezes the existing state of affairs so that the subject matter of the dispute is not altered during the pendency of proceedings, and it rests on a prima facie case, balance of convenience and irreparable injury without any finding on merits. Such relief assumes significance where the underlying programme flows from the executive power of the Union under Article 73, which extends to matters on which Parliament may legislate and enables national schemes such as fuel blending policy to be framed and implemented administratively.

Practice Questions

1. For eight consecutive years, Bharat Fuel Corporation followed a uniform practice of granting a minimum annual allocation to dealers satisfying specified performance conditions. Raghav Sharma expanded his storage facility relying on that practice. The corporation later adopted a considered nationwide policy reducing allocations because of supply constraints and public-interest considerations. Raghav claims that the earlier allocation must continue because he had a legitimate expectation. Which of the following correctly states the legal position?
(a) The dealer can compel continuation of the earlier allocation because consistent past practice converts the expectation into an enforceable substantive entitlement.
(b) The dealer has no protected expectation because commercial allocation decisions of public corporations can always be changed without procedural safeguards whatsoever.
(c) The dealer may demand fair consideration before departure, but cannot insist on continuation where a justified public-interest policy change requires otherwise.
(d) The dealer may prevent any policy departure unless the authority proves that the earlier practice was unlawful from the very beginning.

2. Two ethanol manufacturers, Aryan Biofuels and Narmada Energy, satisfy identical tender conditions and operate similarly situated dedicated plants. A public sector oil corporation nevertheless allocates substantially larger quantities to Narmada without identifying any criterion distinguishing the two suppliers. Aryan challenges the allocation under Article 14. Which proposition most accurately governs the challenge?
(a) A State entity breaches Article 14 when unequal allocation among similarly placed suppliers lacks a rational basis, despite arising from contract.
(b) A State entity may distinguish contracted suppliers whenever quantities concern commercial procurement, because Article 14 does not regulate contractual allocation decisions.
(c) A supplier may challenge unequal allocation only for contractual breach, because constitutional standards do not govern decisions made under procurement arrangements.
(d) A supplier must prove deliberate hostility behind unequal allocation, because commercial differentiation violates Article 14 only when discriminatory intention is established.

3. Consider the following statements regarding Special Leave to Appeal under Article 136 of the Constitution of India:
i. Article 136 confers an extraordinary and discretionary jurisdiction upon the Supreme Court.
ii. Special leave becomes a regular appellate entitlement whenever a substantial question is raised.
iii. Subject to the exclusion contained in Article 136(2), the jurisdiction extends to judgments, decrees or orders of courts or tribunals in India.
iv. The Supreme Court generally exercises this jurisdiction sparingly in cases involving grave injustice or important questions.
Which of the following statements are correct?

(a) Statements i, ii and iii only
(b) Statements i, ii and iv only
(c) Statements ii, iii and iv only
(d) Statements i, iii and iv only

4. The Union Government adopts a new formula for distributing a scarce blending resource among competing suppliers. Several suppliers contend that an alternative formula would produce better commercial outcomes and request the court to replace the executive formula. With respect to judicial review of such an executive policy, which proposition correctly states the legal position?
(a) A court may invalidate the policy whenever another distribution model appears economically superior, because judicial review includes assessment of overall executive policy wisdom.
(b) A court may test legality, procedure, arbitrariness and rights violations, but should not replace the executive's distribution choice with its preferred economic arrangement.
(c) A court may examine only statutory competence and must avoid reviewing procedural unfairness or arbitrariness whenever the challenged decision is framed as policy.
(d) A court may substitute its own allocation formula once scarcity affects competing suppliers, because equitable distribution becomes a judicial rather than executive function.

5. Which constitutional provision empowers the Supreme Court to withdraw to itself or transfer between High Courts cases involving substantially the same questions of law of general importance?
(a) Article 136B
(b) Article 142
(c) Article 139A
(d) Article 226

2 Section 465 of CrPC

Background

- The appellant contested and won the 2015 Municipal election for the post of Councillor and filed an election affidavit before the Election Officer under Rule 7A of the Gujarat Municipalities (Conduct of Elections) Rules, 1994 as amended in 2005, disclosing certain assets of herself and her husband.
- A complainant alleged that the appellant had suppressed four agricultural land survey numbers standing solely in the name of her husband, first through a complaint dated 17 February 2016 before the Deputy District Development Officer, and thereafter through a repeat representation dated 16 May 2017 when the matter did not progress.
- The complainant then filed a private complaint before the Additional Chief Judicial Magistrate, Gandhidham, alleging offences under Sections 192, 193 and 196 of the Indian Penal Code, 1860 along with Section 125A of the Representation of the People Act, 1951.
- By order dated 8 November 2017, the Magistrate took cognizance only under Section 125A of the Representation of the People Act, holding that a prima facie breach of the affidavit requirement was made out, and directed issuance of summons against the appellant while declining to proceed against the Election Officer.
- The appellant approached the High Court of Gujarat seeking quashing of the case and the issuance of process, but the Single Judge, by judgment dated 22 August 2025, declined to interfere on the ground

Case Details

Case Title: Chandrikaben Kishor Dafda v. State of Gujarat & Anr.

Citation: Criminal Appeal arising out of SLP (Crl.) No. 16030 of 2025 | 2026 INSC 665

Bench Justice Sanjay Karol and Justice Nongmeikapam Kotiswar Singh

Issue Before the Court

- Whether the affidavit prescribed under Rule 7A of the Gujarat Municipalities (Conduct of Elections) Rules, 1994 requires a candidate to disclose immovable properties owned solely by the spouse, or only those owned by the candidate individually or jointly with the spouse.
- Whether the punctuation used in the declaration format, particularly the comma following the word "myself," operates to create a distinction or exclusion limiting the scope of the disclosure obligation.
- Whether the Magistrate could

that the proceedings were at a nascent stage and that an agreement to sell does not by itself transfer title.

- Before the Supreme Court, the appellant contended that the Representation of the People Act does not apply to the election of a Councillor, that the complaint was barred by limitation under Sections 468 and 469 of the Code of Criminal Procedure, 1973, and that Rule 7A(1) required disclosure only of properties owned by the candidate herself or jointly with her spouse and not those held solely by the spouse.

validly take cognizance under Section 125A of the Representation of the People Act, 1951 in respect of an election to a municipality.

- Whether the omission of the penal provisions of the Gujarat Municipalities Act, 1963 leaves the field to be governed by the controlling provisions of the Indian Penal Code, 1860.
- Whether taking cognizance under an incorrect statutory provision constitutes a jurisdictional error vitiating the proceedings or a curable irregularity saved by Section 465 of the Code of Criminal Procedure, 1973.
- Whether the error occasioned a failure of justice so as to warrant quashing of the cognizance order and the consequential process issued against the appellant.

Judgement of the Court

- The Court examined the format of the declaration prescribed under Rule 7A and held that the candidate is required to furnish details of the property held by herself, her spouse and her dependents, including property held jointly, and that nothing in the format indicates that property held solely by the spouse is to be excluded.
- The Bench held that the comma placed after the word "myself" is a listing comma serving only a grammatical and structural function of separating items in a series, and that it does not create any separate meaning, distinction or exclusion.
- The Court reasoned that the word "of" applies equally to "myself," "my spouse" and "dependents," so the sentence must be read collectively as referring to the assets of all three categories, and consequently the appellant was obliged to disclose the properties owned by her spouse.
- On the question of cognizance, the Court noted that the expression is not defined in the Code and that judicial pronouncements have settled its connotation as the point at which a Magistrate first applies his mind to the suspected commission of an offence, cognizance being taken of cases and offences and not of persons.
- The Bench agreed with the appellant that reliance on the Representation of the People Act was erroneous, since the definition of "election" in Section 2(d) of that Act confines it to elections to either House of Parliament or to the Legislature of a State and does not extend to municipal elections.
- The Court examined the Gujarat Municipalities Act, 1963 and found that although false declarations were originally penalised under Section 9, those provisions stood omitted around 1990, with the result that the controlling penal provisions in respect of an affidavit filed under the Rules would be those contained in the Indian Penal Code.
- The Bench held that an error in taking cognizance under the wrong section is a curable defect so long as the court taking cognizance has the power to take cognizance of the other sections as

well, and since the private complaint itself invoked provisions of the Indian Penal Code, the Trial Judge retained that competence.

- The Court accepted the contention of the State that Section 465 of the Code of Criminal Procedure saves the incorrect cognizance, reproducing the provision and noting that its second sub-section requires the court to consider whether the objection could and should have been raised at an earlier stage.
- Relying on the settled position that cognizance is a pre-trial or inquiry stage, the Court held that an irregularity in a cognizance order falls within the residuary sweep of Section 465, the object of Chapter XXXV of the Code being to prevent irregularities that do not go to the root of the case from delaying proceedings at both the pre-trial and post-trial stages.
- The Court observed that the test for failure of justice is whether the irregularity caused prejudice to the accused, that no straitjacket formula applies, and that the stage of challenge, the seriousness of the offence, and any apparent intention to prolong proceedings are relevant considerations.
- The Bench emphasised that the filing of a false affidavit in the electoral process is an offence against society at large and must be investigated, and accordingly remanded the matter to the Magistrate concerned for taking cognizance afresh and proceeding in accordance with law.
- The Court clarified that it had expressed no opinion on the merits of the matter and that the discussion was confined to the limited purpose of adjudicating the propriety of the cognizance order, disposing of the appeal in those terms.

Key Takeaway for CLAT Aspirant

- **Section 465 of the Code of Criminal Procedure, 1973 and Section 511 of the Bharatiya Nagarik Suraksha Sanhita, 2023:** This provision bars an appellate, confirmation or revisional court from reversing or altering a finding, sentence or order of a court of competent jurisdiction on account of any error, omission or irregularity in the complaint, summons, warrant, proclamation, order, judgment or other proceedings, or in any sanction for prosecution, unless a failure of justice has in fact been occasioned. The corresponding provision in the new Sanhita is Section 511, which is substantially identical in language and scope, the change being one of renumbering alone.
- **Doctrine of Curable Irregularity and the Test of Failure of Justice:** Procedural lapses that do not cause real prejudice are not permitted to defeat the substance of justice, and the governing standard is whether prejudice was actually caused to the accused rather than whether an error occurred. In applying the test, courts consider the stage at which the objection is raised, the seriousness of the offence alleged, and any apparent design to prolong proceedings, and the statute itself directs attention to whether the objection could and should have been taken earlier.
- **Distinction Between Irregularity and Illegality in Criminal Procedure:** An irregularity is a defect in the manner of exercising jurisdiction that the law permits to be cured, whereas an illegality is a defect going to the very existence of jurisdiction and rendering proceedings void from the outset. The classification determines the outcome, since a want of jurisdiction cannot be cured by consent, waiver or a saving provision, while a mere procedural misstep can be.
- **Meaning of Cognizance and Section 190 of the Code of Criminal Procedure, 1973:** Cognizance is not defined in the Code and denotes the point at which a Magistrate first applies his judicial mind to the

- suspected commission of an offence, requiring no formal act. It is a condition precedent to the initiation of proceedings and is distinct from the initiation itself, and the settled principle is that cognizance is taken of the offence and not of persons.
- **Chapter XXXV of the Code of Criminal Procedure, 1973 and its Residuary Scheme:** Sections 460 to 466 of the Code together aim to prevent irregularities that do not go to the root of a case from delaying proceedings, with certain sections listing specific irregularities that do not vitiate proceedings. Section 465 operates as a broad residuary provision covering irregularities not otherwise saved, and the theme of failure of justice uniformly guides the entire chapter, applying to pre-trial orders as much as to findings and sentences.
- **Inherent Powers of the High Court under Section 482 of the Code of Criminal Procedure, 1973:** The High Court may exercise inherent powers to give effect to any order under the Code, to prevent abuse of the process of any court, or to secure the ends of justice, and this is the route ordinarily taken to quash a complaint or an order issuing process. The power is exercised sparingly, and a technical defect that does not occasion a failure of justice is not a sufficient ground for quashing proceedings at a nascent stage.
- **Section 125A of the Representation of the People Act, 1951 and the Definition of Election under Section 2(d):** Section 125A penalises the failure to furnish information, the concealment of information, or the giving of false information in an affidavit filed by a candidate, and is read with the disclosure obligation under Section 33A. Its reach is confined by the definition of "election" in Section 2(d), which covers only elections to either House of Parliament or to the Legislature of a State, so the Act does not extend to elections to municipalities.
- **Constitutional Scheme for Municipalities under Part IXA and Article 243ZA:** Part IXA of the Constitution governs municipalities, and Article 243ZA vests the superintendence, direction and control of the preparation of electoral rolls and the conduct of all elections to municipalities in the State Election Commission. Article 243K contains the parallel provision for panchayats, and the two together establish that local body elections operate under a constitutional and statutory regime distinct from the machinery governing parliamentary and state legislature elections.
- **Offences Relating to False Statements and Public Documents under the Indian Penal Code, 1860:** Section 191 defines giving false evidence and Section 193 prescribes the punishment, Section 192 defines fabricating false evidence, and Section 196 penalises the use of evidence known to be false as if it were genuine. Section 171G separately punishes false statements made in connection with an election, and these provisions supply the controlling penal framework where a special or local statute contains no corresponding offence.
- **Delegated Legislation and Rule-Making Power under a State Enactment:** Section 277 of the Gujarat Municipalities Act, 1963 empowers the State Government to frame rules, under which the 1994 Rules were promulgated and Rule 7A was later introduced to mandate the filing of a disclosure affidavit. Such subordinate legislation carries the same binding force as the parent statute so long as it remains within the conferred power, and the omission of penal provisions from the parent Act does not extinguish the disclosure duty created by the rules.

Practice Questions

1. A trial court convicts Arjun Mehta on the basis of a complaint containing a procedural irregularity. Arjun participated throughout the trial without objection and raises the defect for the first time in appeal, without showing how it impaired his defence. Which of the following correctly states the appellate court's approach?
(a) The conviction must be set aside because any procedural irregularity in the complaint automatically invalidates criminal proceedings and the resulting judgment itself.
(b) The conviction should stand unless the belated objection establishes that the procedural defect actually caused prejudice amounting to a failure of justice.
(c) The conviction must be reheard because objections concerning procedural defects retain equal force regardless of the stage when the accused raises them.
(d) The conviction should be annulled whenever the complaint contains an irregularity, even though the accused suffered no demonstrable prejudice because of it.

2. A criminal trial is conducted by a court that had no legal jurisdiction to try the alleged offence. Kavya Rao nevertheless participated in the proceedings without objection and expressly consented to the court continuing the trial. After conviction, she challenges the proceedings for want of jurisdiction. Which proposition correctly governs the challenge?
(a) The defect is curable because participation without objection validates any jurisdictional flaw once evidence has been recorded by the court thereafter.
(b) The defect is curable because jurisdictional objections are treated as procedural irregularities whenever the accused previously accepted the court's authority thereafter.
(c) The defect is waived because consent of the parties can confer jurisdiction where the proceedings have otherwise been fairly conducted throughout.
(d) The defect is incurable because absence of jurisdiction affects the court's authority itself and cannot be repaired by consent or waiver.

3. Consider the following statements regarding cognizance under Section 190 of the Code of Criminal Procedure, 1973:
i. Cognizance begins when a Magistrate first applies judicial mind to the suspected commission of an offence.
ii. Cognizance requires a formally recorded judicial order before criminal proceedings can legally be initiated.
iii. Cognizance is taken of the offence itself rather than of the individual persons allegedly responsible.
iv. Taking cognizance and initiating proceedings are identical legal stages having no separate procedural significance.
Which of the following statements are correct?
(a) Statements i and iii only
(b) Statements i and ii only

(c) Statements ii and iv only
(d) Statements iii and iv only

4. Dev Malhotra seeks quashing of a criminal complaint under Section 482 CrPC immediately after process is issued, relying solely upon a technical procedural defect. He identifies no prejudice, abuse of process or failure of justice arising from the defect. Which of the following most accurately states the High Court's proper approach?
(a) The High Court should quash proceedings whenever process contains a technical defect, because inherent jurisdiction exists primarily to correct procedural errors at inception.
(b) The High Court should quash proceedings where any irregularity appears initially, because continuation itself constitutes abuse regardless of whether prejudice has actually occurred.
(c) The High Court should decline quashing where the defect causes no failure of justice, because power is exercised sparingly at a nascent stage.
(d) The High Court should defer consideration until trial concludes, because inherent jurisdiction cannot operate against complaints or process orders before evidence is recorded.

5. Under the Representation of the People Act, 1951, which provision defines "election" so as to cover elections to Parliament or a State Legislature, but not municipal elections?
(a) Section 33A
(b) Section 2(d)
(c) Section 125A
(d) Article 243ZA

SUPREME COURT | Landmark Judgements

3 Advocate Cannot Compromise Without Client's Authorisation

Background

- The original plaintiff instituted a partition suit in 1989 before the Sub-Judge, Muzaffarpur, seeking a one-fourth share in the property of the common ancestor, and Chaturbhuj Chaudhary, arrayed as defendant no. 5 and the predecessor of the present respondents, appeared through counsel on summons.
- During the pendency of the suit, a compromise petition was filed by the plaintiffs and defendants jointly and was accepted by the Civil Court by order dated 22 February 1994, following which a final decree was drawn up on 27 May 1997 in terms of that petition.
- Nearly a quarter of a century later, in April 2022, the legal heirs of defendant no. 5 filed a miscellaneous case seeking to set aside the compromise decree, alleging that it had been obtained by fraud, that their predecessor had never signed the compromise petition, that he had never engaged the advocate concerned, and that the vakalatnama and written statement dated 27 August 1992 bore forged signatures.
- The applicants pleaded that the cause of action arose only in April 2022 when the opposite parties approached the spot and asked them to vacate the lands on the strength of the decree, prompting an inspection petition through which they came to know of the compromise decree for the first time.
- The plaintiffs contested these pleadings through detailed objections, asserting a family relationship supported by a genealogical chart, a registered

Case Details

Case Title:	Krishna Kumar Ojha & Ors. v. Jitendra Chaudhary & Ors.
Citation:	Civil Appeal arising out of SLP (C) No. 13671 of 2025 | 2026 INSC 662
Bench	Justice Sanjay Karol and Justice Nongmeikapam Kotiswar Singh

Issue Before the Court

- Whether the compromise accepted by the Civil Court on 22 February 1994 satisfied the mandatory requirements of Order XXIII Rule 3 of the Code of Civil Procedure, 1908.
- Whether an advocate can validly sign or assent to a compromise on behalf of a client in the absence of express authorisation or exigent circumstances.
- Whether the "voluntary" element essential to a lawful compromise stood established on the record where the party affected had neither signed the petition nor authorised his counsel to do so.
- Whether the power under Section 151 of the Code of Civil Procedure

- relinquishment executed in 1988, an admission in the written statement, and that defendant no. 5 had personally signed the compromise petition with his counsel endorsing no objection on instructions.
- The Sub-Judge allowed the miscellaneous case on 7 February 2024 and set aside the compromise decree, the Patna High Court dismissed the civil revision against that order in 2024, and the legal heirs of the original plaintiffs and other co-sharers thereafter approached the Supreme Court.

- could be invoked to recall a compromise decree alleged to have been obtained by fraud.
- Whether the delay of nearly twenty-eight years between the passing of the decree and the filing of the application to set it aside barred the relief sought.
- Whether the concurrent findings of the Civil Court and the High Court warranted interference, and whether the partition suit required adjudication through a full trial.

Judgement of the Court

- The Court framed the short question as whether the compromise accepted by the Civil Court in February 1994 conformed to Order XXIII Rule 3 of the Code of Civil Procedure and answered it in the negative.
- The Bench reproduced Order XXIII Rule 3 and noted that a decree can follow only where the Court is satisfied that the suit has been adjusted by a lawful agreement or compromise in writing and signed by the parties, the Explanation clarifying that an agreement void or voidable under the Indian Contract Act, 1872 is not lawful for this purpose.
- Surveying earlier decisions, the Court recorded that prior to the 1976 Amendment a compromise could be oral or written and could be established through general evidence, whereas after the amendment it must be in writing and signed by the parties, the object being to prevent false and frivolous pleas of compromise.
- The Court reiterated that signature by all parties is a mandate of the law, that the compromise must be voluntarily accepted, and that once such acceptance is recorded it acquires the sanctity of a judicial order.
- The Bench observed that while a counsel, duly authorised representative or general power of attorney holder may sign a compromise on behalf of those represented, this is permissible only where there is express authorisation or an exigency of circumstance, and that counsel should not act on implied authority in the absence of exigent circumstances.
- The Court emphasised that in accepting a compromise the Court does not act as a mere recorder but must apply its judicial mind to the terms to ensure that they are lawful.
- Relying on established principles of professional responsibility, the Court held that it is the solemn duty of an advocate not to transgress the authority conferred by the client, that a lawyer has no implied or apparent authority to make an admission that would surrender or conclude the substantial legal rights of the client, and that a client is not bound by a statement his lawyer was not authorised to make.
- The Bench referred to the long-standing caution that prudence requires either an express power in the vakalatnama, a special vakalatnama, or the specific consent of the party before a compromise is entered into on his behalf.
- Examining the record, the Court found that the compromise carried an endorsement of no objection on behalf of defendant no. 5 made through his counsel whose vakalatnama was dated

- 27 August 1992, but there was no express authorisation permitting counsel to sign the compromise and nothing to demonstrate exigent circumstances justifying action without clear approval.
- In the absence of both, the Court held that the voluntary aspect mandated by Order XXIII Rule 3 could not be established on the record, the requirements of the Rule stood uncomplied with, and the resulting compromise was contrary to law.
- On the question of delay, the Court noted the reasoning of the Civil Court that the applicants claimed knowledge shortly before filing, that limitation operates against the acts of parties and not the action of the Court, and that the power under Section 151 may be exercised for the ends of justice where fraud is alleged and cannot be defeated by procedural irregularity.
- The Bench held that dismissing the application on the ground of delay would perpetuate something not in accordance with law, that the law of limitation cannot be used as a means to defeat substantive rights, and that the rights of defendant no. 5 in a property of no small extent had been directly affected although he had not signed the compromise.
- The Court further noted that all the essential facts forming the basis of the compromise stood contested between the parties on relationship, on the reason for impleadment, on authorisation to counsel, and on knowledge of the proceedings, and that this contestation together with the illegality of the decree justified giving the delay a go-by on the facts, while cautioning that such a course is not available in every case and must be determined after detailed examination of the record.
- Declining to interfere with the concurrent findings, the Court held that the compromise decree had been correctly set aside and directed that the issues in the partition suit be adjudicated in a full trial, acknowledging the difficulty of trying a 1989 suit thirty-seven years later but holding that the rights of the parties cannot be decided without the due process of collection and weighing of evidence.

Key Takeaway for CLAT Aspirant

- **Order XXIII Rule 3 of the Code of Civil Procedure, 1908:** This provision permits a court to record a compromise and pass a decree in its terms only where the suit has been adjusted by a lawful agreement or compromise in writing and signed by the parties, or where the defendant has satisfied the plaintiff regarding the subject matter. The decree may extend to matters beyond the subject matter of the suit so far as it relates to the parties, and the proviso requires the court itself to decide any dispute over whether an adjustment was in fact arrived at, without granting adjournment except for reasons recorded.
- **Explanation to Order XXIII Rule 3 and the Indian Contract Act, 1872:** An agreement that is void or voidable under the Indian Contract Act is not deemed lawful for the purposes of the Rule, which imports the general law of contract into the validity of compromises. Consent obtained by coercion, undue influence, fraud, misrepresentation or mistake under Sections 15 to 22 of that Act therefore vitiates the compromise and removes the foundation on which a consent decree rests.
- **Requirement of Free and Voluntary Consent in Consent Decrees:** A compromise decree derives its binding force from the volition of the parties rather than from any adjudication on merits, so the voluntary character of the agreement is the essential jurisdictional fact. Where that element cannot

- be established on the record, the compromise is contrary to law and the decree founded upon it cannot stand.
- **Professional Duty of an Advocate and the Advocates Act, 1961:** An advocate is the sole link between the court and the litigant and bears an onerous duty to follow instructions rather than substitute his own judgment on matters affecting the client's rights. This obligation is reinforced by the standards of professional conduct framed under the Advocates Act, breach of which can amount to professional misconduct in addition to affecting the validity of the act performed.
- **Order XXIII Rule 3A and the Bar on a Separate Suit:** No separate suit lies to set aside a decree on the ground that the compromise on which it is based was not lawful, so a fresh suit or an ordinary appeal is not maintainable against a consent decree. The remedy is confined to a recall application before the very court that recorded the compromise and passed the decree, which is bound to decide the dispute itself.
- **Section 151 of the Code of Civil Procedure, 1908 and Inherent Powers:** Section 151 preserves the inherent power of a civil court to make such orders as are necessary for the ends of justice or to prevent abuse of its process, and it is the recognised vehicle for recalling a decree obtained by fraud or without the authorisation of an affected party. The power is supplementary and cannot be exercised contrary to an express provision, but it fills the gap where no specific remedy is prescribed.
- **Fraud Vitiates Everything and its Effect on Judicial Orders:** A judgment, decree or order procured by fraud on the court or on a party is a nullity and can be recalled whenever the fraud comes to light, since no litigant may take advantage of an order obtained by deception. Allegations of fraud, however, must be specifically pleaded and proved, and where the basic facts are disputed they are matters for evidence at trial rather than for summary conclusion.
- **Limitation, Delay and the Protection of Substantive Rights:** The Limitation Act, 1963 promotes finality and diligence, and Section 17 postpones the running of time where a right is concealed by fraud until the aggrieved party discovers it with reasonable diligence. Limitation cannot be used as a shield to defeat substantive rights or to perpetuate an illegality, though relief from egregious delay is not automatic and depends on a detailed examination of the record in each case.
- **Consent Decrees and Section 11 of the Code of Civil Procedure, 1908:** Res judicata under Section 11 requires that a matter be heard and finally decided by a competent court, which presupposes adjudication on the merits after contest. A consent decree records the agreement of the parties without such adjudication and therefore does not satisfy the requirements of Section 11, so it does not operate as res judicata in the strict sense although it may bind the parties by estoppel.
- **Judicial Function in Recording a Compromise:** Although the court largely places a seal of approval on what the parties have agreed, its role cannot be reduced to that of a mere recorder, and it must apply its judicial mind to the terms to satisfy itself that they are lawful. This duty of scrutiny is what distinguishes a decree from a private settlement and is the safeguard against collusive or unlawful arrangements being clothed with judicial sanctity.

Practice Questions

1. Priya Nair and Kunal Mehra are contesting a civil suit. During a hearing, Kunal's counsel asserts that the parties orally settled the dispute, but Priya denies any settlement. Nothing was reduced to writing or signed, and no satisfaction of the claim occurred. The court nevertheless proposes to record the alleged compromise without deciding Priya's objection. Which of the following correctly states the legal position?
(a) The court may record the settlement because an oral compromise stated by counsel becomes binding once the court considers its terms reasonable.
(b) The court may record the settlement because signatures are unnecessary whenever the alleged compromise concerns only rights already involved in the suit.
(c) The court may record the settlement because denial by a party affects enforceability only after the resulting decree has been passed thereafter.
(d) The court cannot record the disputed settlement without satisfying the written-and-signed requirement and deciding whether the parties actually reached a lawful adjustment.

2. During a property suit, Rohit Sharma threatens to physically assault Ananya Verma's brother unless she signs a written compromise surrendering part of her claim. Ananya signs the document, and the court passes a compromise decree without knowing of the threat. She later establishes that her consent resulted from the coercion. Which proposition correctly states the legal effect?
(a) The decree is unsustainable because coercion makes the agreement voidable under contract law and therefore not lawful for purposes of recording compromise.
(b) The decree remains binding because a written and signed compromise satisfies Rule 3 even where consent was procured through prohibited contractual pressure.
(c) The decree remains valid unless the coercion affected the original cause of action, because defects in consent do not affect compromise jurisdiction.
(d) The decree is enforceable until separately cancelled by another suit, because contractual invalidity cannot be examined by the court recording the compromise.

3. Consider the following statements regarding the judicial function involved in recording a compromise under Order XXIII Rule 3:
i. The court must apply its judicial mind to determine whether the compromise placed before it is lawful.
ii. The court performs a ministerial function and need not examine the legality of terms accepted by parties.
iii. Judicial scrutiny prevents collusive or unlawful private arrangements from automatically acquiring the authority of decrees.
iv. A private settlement and a compromise decree are legally identical because judicial approval adds no independent scrutiny.
Which of the following statements are correct?
(a) Statements i and ii only

(b) Statements ii and iv only
(c) Statements i and iii only
(d) Statements iii and iv only

4. A consent decree is passed between Mehul Joshi and Rakesh Patel. Mehul subsequently alleges that the compromise was never lawfully concluded and seeks to have the decree set aside on that ground. With respect to the appropriate procedural remedy, which of the following correctly states the legal position?
(a) The aggrieved party may institute a separate suit challenging lawfulness, because Rule 3A bars only appeals and preserves an independent civil remedy.
(b) The aggrieved party must approach the court that recorded the compromise for recall, because a separate suit and appeal are unavailable routes.
(c) The aggrieved party may file an ordinary appeal against the consent decree, because disputed voluntariness converts the decree into an adjudicated decree.
(d) The aggrieved party must seek review before a court, because the recording court becomes functus officio once the compromise decree is passed.

5. A consent decree does not satisfy strict res judicata under Section 11 CPC because it lacks adjudication on merits, but it may nevertheless bind the parties through which doctrine?
(a) Doctrine of merger
(b) Doctrine of waiver
(c) Doctrine of lis pendens
(d) Doctrine of estoppel

SUPREME COURT Landmark Judgements

4 SC Sets Aside Orders for Relying on Fake AI-Generated Citations

Background

- Pan India Utilities Distribution Company Ltd. had availed loan facilities from Jammu and Kashmir Bank Ltd., and to secure those credit facilities a corporate guarantee was executed by Essel Infraprojects Ltd., which stood as the corporate debtor and corporate guarantor.
- The borrower company came under severe financial stress and failed to maintain its repayment schedule, leading to classification of its loan accounts as non-performing assets, following which the Bank filed an application under Section 7 of the Insolvency and Bankruptcy Code, 2016 before the National Company Law Tribunal, Mumbai.
- The Tribunal, upon finding the existence of debt and default, admitted the application by order dated 28 August 2024, appointed an Interim Resolution Professional, and declared a moratorium under Section 14 of the Code.
- The appellant, a suspended director of the corporate debtor, appealed to the National Company Law Appellate Tribunal contending that the liabilities had been transferred to another company through a scheme of demerger and subsequent amalgamation, and that a renewed sanction letter of 2017 made no mention of the guarantee, which was therefore deemed relinquished.
- The Appellate Tribunal dismissed the appeal by order dated 11 September 2025, holding that the internal group restructuring had no effect on the liability of the corporate guarantor in view of Clause 8 of the

Case Details

Case Title:	Pooja Ramesh Singh v. Jammu and Kashmir Bank Ltd. & Anr.
Citation:	Civil Appeal No. 11950 of 2025 | 2026 INSC 668
Bench	Justice Pamidighantam Sri Narasimha and Justice Manoj Misra

Issue Before the Court

- Whether the reliance placed by an adjudicating authority on non-existent, fake and hallucinated material generated through Artificial Intelligence vitiates the resulting order.
- Whether such an order is liable to be set aside irrespective of whether the fabricated material had a direct or an indirect bearing on the ultimate conclusion reached.
- Whether the citation of unverified judgments by an advocate amounts to professional misconduct, and whether reliance on such material by an adjudicator amounts to a serious lapse.
- What institutional and regulatory measures are required to secure accountability for the submission and use of fabricated material as precedent.

guarantee deed, and in doing so reproduced six citations that the adjudicating authority had relied upon.

- Before the Supreme Court, senior counsel for the appellant pointed out that the citations relied upon by the Tribunal were fake and non-existent and probably generated by Artificial Intelligence, and that even where the citations were accurate the extracted paragraphs could not be traced to the reported judgments.

Judgement of the Court

- The Court opened by recording that this was yet again a case where a Tribunal had relied on non-existent, fake and hallucinated material generated through Artificial Intelligence as if it were a precedent supporting its judgment, and stated its resolve to adopt such technology in aid of adjudication while asserting total and absolute control over the process with a human in the loop at every stage.
- The Bench acknowledged that Artificial Intelligence has acquired the capability to substantially replace human effort in both routine and intellectual work, and referred to the approval granted in the United Kingdom to the first purely Artificial Intelligence driven law firm and its subsequent success in securing a decree in a recovery suit, observing that the result can be inspiring yet may render professionals dependent if left unregulated.
- The Court distinguished this technology from earlier ones absorbed by the courts, reasoning that Artificial Intelligence is not merely an aid but an alternative to human thinking, reasoning and decision making, which is precisely why extra caution is required against its insidious entry into legal practice and judicial determination.
- The Bench cautioned that if thinking is delegated and the delegation becomes a habit, it will strike at the core of human existence, which lies in the capacity to discern right from wrong and truth from falsehood, a capability arising from deliberate, disciplined and systematic training of the mind rather than from birth.
- The Court held that it is compelling and necessary to have absolute and total control over the application of Artificial Intelligence, that such control lies in staying two steps ahead of its application and making deliberate choices about when and where to apply it, and that the issue can ultimately be resolved only through public policy and enforceable rules rather than through declaratory judgments.
- The Bench emphasised that the real success lies not in the making of rules but in the will of the Bar and the Bench to harness the science with care and caution, noting that no other facet of legal practice has demanded a higher degree of coordination between the two.
- Turning to the tendency of Artificial Intelligence to generate fabricated results, the Court described the use of such material as precedent as being, in the province of law and justice, comparable to the release of methyl isocyanate, invisible, insidious and catastrophic by the time anyone notices, contaminating and draining the lifeblood of judicial determination.
- The Court declared that Courts must adopt a zero tolerance mode for producing, citing or using Artificial Intelligence generated precedents without verification, that it is misconduct on the part of an advocate to cite such judgments without verification, and that it is an equally serious lapse for a judge to rely on such material.
- The Bench held without hesitation that a decision resting on fake or hallucinated material is no

- decision in the eyes of law irrespective of whether the material had a direct or indirect bearing, and that such decisions must be set aside even if an iota of fabricated material enters the decision making process, since it violates the sanctity of adjudication.
- The Court clarified that its judgment has no bearing on the rightful use of Artificial Intelligence and is directed only against the presentation of or reliance on fabricated material as though it were a court precedent.
- Observing that a mere declaration of prohibition is insufficient without consequential accountability, the Bench directed the Bar Council of India, as the apex statutory body, to constitute a committee, deliberate earnestly on members of the Bar submitting fabricated material, and prescribe guiding principles together with the disciplinary action that will follow a violation.
- On the facts, an independent examination undertaken by the Court revealed that of the six authorities relied upon, some carried wrong citations of existing reported judgments coupled with non-existent paragraphs, some carried correct citations but non-existent paragraphs, and others were wholly non-existent citations.
- The Bench noted the affidavit of the first respondent stating that the alleged judgments had not been cited by its counsel at the Bar and that the so-called precedents had been obtained by the adjudicating authority through its own research, and observed that these fabricated judgments had also escaped the scrutiny of the first statutory appellate tribunal, remarking on the hardship of a situation in which a Court must verify the authenticity of every judgment cited before it.
- Holding that a decision based on fake and hallucinated material amounts to a subversion of the rule of law and is unsustainable, the Court set aside the orders of both the Tribunal and the Appellate Tribunal and restored the Section 7 application to its original number.
- The Bench clarified that it had expressed no opinion on the merits, directed the adjudicating authority to decide the application on its own merits and preferably within two weeks given the passage of time since filing, and ordered the parties to maintain status quo pending that disposal.

Key Takeaway for CLAT Aspirant

- **Section 7 of the Insolvency and Bankruptcy Code, 2016:** This provision enables a financial creditor, alone or jointly with others, to apply to the Adjudicating Authority for initiation of the corporate insolvency resolution process upon the occurrence of a default. The application must be in the prescribed form with records of default and the name of a proposed interim resolution professional, and the Authority must satisfy itself of the existence of default from an information utility or other evidence before admitting or rejecting it within the prescribed timeline.
- **Moratorium under Section 14 of the Insolvency and Bankruptcy Code, 2016:** On admission of an application, the Adjudicating Authority declares a moratorium which prohibits the institution or continuation of suits against the corporate debtor, transfer of its assets, enforcement of security interests, and recovery of property by owners or lessors. The purpose is to preserve the value of the corporate debtor as a going concern and to create a calm period during which resolution can be attempted.
- **Doctrine of Precedent and Article 141 of the Constitution of India, 1950:** Article 141 declares that the

- law laid down by the Supreme Court is binding on all courts within the territory of India, and the discipline of precedent supplies the certainty and predictability on which the legal system rests. Where the material presented as precedent does not exist, the very foundation of the doctrine collapses and the determination built upon it ceases to be an act of adjudication.
- **Professional Misconduct under the Advocates Act, 1961:** Section 35 of the Advocates Act empowers a State Bar Council to refer a case of alleged professional or other misconduct to its disciplinary committee, which may reprimand, suspend or remove the advocate from the roll. Citing judgments without verifying their authenticity falls within this conception of misconduct, since an advocate owes a paramount duty of candour to the court that overrides the duty to the client.
- **National Company Law Tribunal and Appellate Tribunal under the Companies Act, 2013:** The Tribunal is constituted under Section 408 and the Appellate Tribunal under Section 410 of the Companies Act, and they function as the Adjudicating Authority and appellate forum respectively under the Insolvency and Bankruptcy Code. Being creatures of statute, they exercise judicial functions subject to the same standards of fairness and integrity that govern courts, and their orders are amenable to correction by the Supreme Court.
- **Contract of Guarantee under the Indian Contract Act, 1872:** Sections 126 to 147 govern guarantees, with Section 128 making the liability of the surety co-extensive with that of the principal debtor unless the contract provides otherwise. The liability of a corporate guarantor is independent and immediate on default, and a clause expressly preserving the guarantee notwithstanding absorption or amalgamation of the guarantor company prevents the arrangement from operating as a discharge.
- **Discharge of Surety and the Effect of Corporate Restructuring:** A surety may be discharged by variance in the terms of the contract, by release of the principal debtor, or by an act inconsistent with the surety's rights, but such discharge must flow from the terms of the instrument and the conduct of the creditor. Schemes of demerger and amalgamation sanctioned under the Companies Act effect a statutory transfer of assets and liabilities, yet they do not by themselves extinguish an independently subsisting contractual guarantee.
- **Appellate Jurisdiction and the Duty of Scrutiny:** An appellate forum exists to correct errors of the authority below and is expected to examine the material and reasoning on which the impugned order rests rather than to accept it on trust. Where fabricated authority passes unnoticed through the first statutory appeal, the appellate order shares the infirmity of the original and is equally liable to be set aside.
- **Interim Directions of Status Quo and Expeditious Disposal:** When a matter is remitted for fresh determination, a direction to maintain status quo preserves the existing position so that the remand is not rendered infructuous by intervening events. A time-bound direction for disposal complements this by giving effect to the principle that delay in insolvency proceedings erodes the value sought to be preserved.

Practice Questions

1. Zenith Finance Ltd. files an application under Section 7 of the Insolvency and Bankruptcy Code, 2016 against Prakash Industries Ltd. The loan agreement establishes a financial debt, but the repayment date has not yet arrived and no instalment is overdue. Zenith argues that Prakash's deteriorating finances are sufficient for commencement of CIRP. Which of the following correctly states the legal position?
(a) The application cannot be admitted because Section 7 requires occurrence of default, and anticipated inability to repay does not satisfy that statutory condition.
(b) The application may be admitted because existence of financial debt permits commencement of CIRP whenever future repayment appears commercially doubtful to the creditor.
(c) The application may be admitted because financial deterioration itself constitutes default once the creditor reasonably apprehends that repayment may become impossible later.
(d) The application cannot be admitted unless every financial creditor joins the proceedings, even where one creditor independently establishes an existing financial default.

2. Surya Infrastructure Ltd. guarantees repayment of a loan advanced to Bharat Power Ltd. The guarantee expressly provides that it shall remain binding despite any merger or amalgamation involving Surya. Surya is later amalgamated into Narmada Holdings Ltd., after which Bharat defaults. Narmada argues that the amalgamation automatically discharged the guarantee. Which proposition correctly governs the claim?
(a) The guarantee stands discharged because amalgamation terminates every contractual obligation personally undertaken by the original corporate guarantor before restructuring occurred.
(b) The guarantee survives only if the creditor separately obtained fresh consent from the successor company after the amalgamation became legally effective.
(c) The guarantee continues because statutory restructuring does not extinguish an independently subsisting guarantee expressly preserved despite amalgamation of the guarantor.
(d) The guarantee becomes unenforceable because liability of a surety necessarily ends whenever its corporate identity changes under an approved restructuring scheme.

3. Consider the following statements regarding the doctrine of precedent under Article 141 of the Constitution of India:
i. The law declared by the Supreme Court is binding upon all courts within the territory of India.
ii. The discipline of precedent promotes certainty and predictability in the administration of the legal system.
iii. A nonexistent Supreme Court judgment may still operate as precedent if its attributed reasoning appears legally persuasive.
iv. An adjudication substantially founded upon fabricated authority loses the legitimate precedential basis supporting its determination.
Which of the following statements are correct?
(a) Statements i, ii and iii only

(b) Statements i, iii and iv only
(c) Statements ii, iii and iv only
(d) Statements i, ii and iv only

4. With respect to the moratorium declared upon admission of insolvency proceedings under Section 14 of the Insolvency and Bankruptcy Code, 2016, which of the following most accurately states its legal purpose and operation?
(a) The moratorium suspends only unsecured recovery proceedings while permitting secured creditors and asset owners to enforce their independent proprietary remedies during resolution.
(b) The moratorium restrains specified proceedings and asset enforcement against the corporate debtor so that its value may be preserved during the resolution process.
(c) The moratorium permanently extinguishes enforcement rights of creditors and owners once CIRP begins, thereby converting temporary procedural restraint into substantive discharge.
(d) The moratorium prevents continuation of judicial proceedings but permits transfer of corporate assets whenever management considers such transfer commercially beneficial during resolution.

5. Under which provision of the Companies Act, 2013 is the National Company Law Tribunal, which functions as an Adjudicating Authority under the Insolvency and Bankruptcy Code, constituted?
(a) Section 408
(b) Section 410
(c) Section 420
(d) Section 430

5 Proof of Attestation Not Proof of Will's Genuineness When There are Suspicious Circumstances

Background

- Bhambo Devi, widow of Chhajju Ram, instituted a civil suit in 1993 for declaration that she was the sole owner in possession of the suit schedule property left by her husband, an illiterate agriculturist who died intestate and issueless in 1992, pleading that she was his sole surviving Class I heir and that the defendants had obtained mutation in their favour on the strength of a forged Will alleged to be an outcome of fraud and undue influence.
- The defendants contested the suit relying on a registered Will dated 6 November 1974 bequeathing the entire movable and immovable estate to them, asserting that it was executed in a sound state of mind out of love and affection and as a reward for services rendered, and that the plaintiff was aware of it and had raised no objection at the time of mutation.
- The Trial Court decreed the suit, holding that the Will was surrounded by unexplained suspicious circumstances, notably the exclusion of the wife on the flimsy ground that she possessed ornaments and cash without particulars, and multiple uninitialed cuttings in the Sub-Registrar's endorsement on the reverse of the document where the name "Laxmi Kant Bassi" had been replaced with "Chhajju."
- The First Appellate Court affirmed the decree, enumerating the disinheritance of the wife without reason, the unestablished uncle-nephew relationship with the legatees, the execution of the Will in 1974 when the testator lived until 1992, the choice of

Case Details

Case Title:	Sardari Lal v. Bishan Dass & Ors.
Citation:	Civil Appeal No. 10990 of 2016 | 2026 INSC 669
Bench	Justice Manoj Misra and Justice K.V. Viswanathan

Issue Before the Court

- Whether the pleadings of the plaintiff were deficient and self-contradictory so as to fail to lay a proper challenge to the Will, and if so, what consequence follows.
- Whether the non-examination of the plaintiff or of any witness of fact on her behalf was sufficient to warrant dismissal of the suit.
- Whether there were suspicious circumstances shrouding the execution of the Will, and if so, whether those circumstances were explained and the doubts dispelled to the satisfaction of the Court's conscience.
- Whether the High Court exceeded its jurisdiction under Section 100 of the Code of Civil Procedure, 1908 in interfering with the concurrent findings of fact of the two courts below.

- attesting witnesses from outside the village coupled with non-examination of the surviving second attesting witness, and the unexplained cuttings on the registration endorsement.
- The High Court of Himachal Pradesh, in second appeal, framed a substantial question of law on the suspicious circumstances and reversed the concurrent findings, holding that once attestation was proved by an attesting witness under Section 63 of the Indian Succession Act, 1925, execution stood proved, and that a registered document could not be discarded merely for uninitialed cuttings on the reverse page.
- The original plaintiff having died during the first appeal, the appellant was brought on record as her legal representative after protracted proceedings on the question of legal representation, and he approached the Supreme Court against the reversal by the High Court.

Judgement of the Court

- The Court surveyed the law on proof of Wills and held that the mode of proving a Will does not differ from that of any other document except for the special requirement of attestation under Section 63 of the Indian Succession Act, 1925 and its mode of proof under Section 68 of the Indian Evidence Act, 1872, the onus lying on the propounder throughout.
- The Bench held that proving a Will is not merely an exercise of establishing the testator's signature and its attestation, but an exercise to satisfy the Court's conscience that the testator signed with free will, aware of the contents, and after understanding the nature and effect of the dispositions.
- The Court observed that judicial pronouncements have deliberately left the phrase "suspicious circumstances" open-ended so as to encompass any circumstance creating doubt about the Will being an expression of the testator's free will, though it does not extend to a figment of imagination or the fantasy of a doubting mind, and that suspicious features must be real, germane and valid.
- Illustratively, the Bench noted that doubt may arise from a shaky or doubtful signature, a feeble or uncertain mind of the testator, an unfair disposition of property, an unjust exclusion of legal heirs and particularly dependents, or an active or leading part played by the beneficiary in the making of the Will.
- On the first two issues, the Court held that a plaintiff may rely on different rights alternatively and nothing in the Code prevents inconsistent sets of allegations in the alternative, so an alternative plea of fraud and undue influence, advanced without admitting execution, does not amount to an admission, since an admission must be clear, unequivocal and unconditional and pleadings must be read in their entirety.
- The Bench held that non-examination of the plaintiff was not fatal because the suit rested on intestate succession, her assertions of marriage and sole Class I heirship were not traversed in the written statement and therefore stood admitted under the doctrine of non-traverse in Order VIII Rule 5 of the Code, and facts admitted need not be proved under Section 58 of the Evidence Act.
- The Court emphasised that the burden of proving due execution of a testamentary disposition lies on the propounder regardless of the challenger's failure to lead evidence on fraud or undue influence, and that if due execution is not proved the plaintiff succeeds on the admitted case.
- Turning to the suspicious circumstances, the Bench held that disinheriting a wife may or may

- not be suspicious depending on facts, since a bequest to other Class I heirs may reflect a plan for the future, but disinheriting a wife who was throughout with the testator and on cordial terms with him in favour of a stranger or distant relative raises suspicion about the free expression of the testator's will.
- The Court noted that while there is no rule of law requiring a Will to assign reasons, where reasons are given the Court may examine whether they are truthful or mere moonshine, and here the twofold explanation was found untenable because the extent of the wife's jewellery and cash was undisclosed, the site plan showed the couple residing separately from the legatees, the evidence showed the wife cared for the testator until his death, and the legatees were in no position to render service at the relevant time, one being in service outside and the other a young student.
- The Bench held that the timing of executing a Will is the prerogative of the testator and by itself is no ground for doubt, but it assumes importance in conjunction with the disinheritance of a caring dependent with many years left to live, since some arrangement would ordinarily be expected for such a dependent.
- On the residence of the attesting witnesses, the Court held that there is no requirement in law that a marginal witness belong to the testator's village and that the choice of witness depends on multiple factors, so nothing turns on it unless the witness is shown to have been chosen to prepare a bogus Will or is shown not to know the testator, and to that extent the First Appellate Court was not justified in raising suspicion.
- Examining the original record, the Bench found the front page carried a thumb mark and the signatures of two attesting witnesses, while the reverse bore the registration endorsement in which the presenter's name appeared as "Laxmi Kant Bassi," struck off at multiple places and replaced by hand with "Chhajju," with no initial or signature of the Sub-Registrar against any cutting, creating the impression that the alteration was made after the endorsement.
- The Court reasoned that since the testator was illiterate and could only thumb-mark, he could not have known the contents unless read over to him, so the presence of two materially incorrect recitals, that the legatees were his nephews and that he resided with them receiving food and clothing, raised serious doubt whether he executed the Will with full understanding of its contents.
- Analysing the scheme of the Registration Act, 1908, the Bench noted that only the executant or his agent, representative or assignee may present a document, that the registering officer must inquire into execution and satisfy himself of the identity of the persons appearing before him, and that the prescribed endorsements and certificate carry evidentiary consequences.
- The Court held that since it was unclear when and by whom the name was struck off and there was no initial against the substituted name, it could not be said with certainty that the registering officer followed the requisite procedure, so the presumption that the Will was read over to the testator or that he admitted execution before the registering officer was unavailable, and registration therefore failed to dispel the doubt.
- Distinguishing the precedent relied on by the respondents, the Bench noted that in that case the legatee was the testator's sister's daughter and probably his only heir, no heir had challenged the Will, and the challenger was a stranger and trespasser, whereas here the challenger is the sole surviving Class I heir and the legatees are non-relatives, making the bequest unnatural and

demanding circumspection.

- On the final issue, the Court reiterated that what circumstances are suspicious cannot be exhaustively enumerated and is inevitably a question of fact, and that time-honoured phrases such as the conscience of the Court being satisfied cannot convert a question of fact into one of law, that phrase being only a rule of prudence counselling caution where heirs are divested by a person no longer available for examination.
- The Bench clarified that a second appellate court may interfere where a court of fact rejects a Will on suspicions that are imaginary and not germane, or where the decision is vitiated by an erroneous approach in law such as placing the onus of fraud on the caveator, but neither situation obtained here.
- Holding that the illiteracy of the testator, the disinheritance of the sole Class I heir in favour of non-relatives, and the incorrect recitals together raised serious doubt, the Court concluded that no substantial question of law arose and that the High Court exceeded its jurisdiction under Section 100 in interfering with a well-reasoned order of the First Appellate Court.
- The Court accordingly allowed the appeal, set aside the judgment of the High Court, affirmed the decree of the Trial Court as upheld by the First Appellate Court, and made no order as to costs.

Key Takeaway for CLAT Aspirant

- **Section 63 of the Indian Succession Act, 1925:** This provision governs the execution of unprivileged Wills and requires the testator to sign or affix his mark, or have another sign in his presence and by his direction, with the signature so placed as to show an intention to give effect to the writing as a Will. The Will must be attested by two or more witnesses, each of whom has seen the testator sign or affix his mark, or has seen another sign by his direction, or has received a personal acknowledgement from him, and each witness must sign in the presence of the testator, though no particular form of attestation is required and simultaneous presence is unnecessary.
- **Section 68 of the Indian Evidence Act, 1872 and Proof of Attested Documents:** Where a document is required by law to be attested, it cannot be used as evidence until at least one attesting witness has been called to prove its execution, if such a witness is alive and subject to the process of the court. Compliance with this mode of proof establishes the formal fact of attestation, but it is only the first step and does not by itself establish that the document is the free and informed act of the executant.
- **Doctrine of Suspicious Circumstances and the Judicial Conscience:** Where a Will is surrounded by suspicious circumstances, the proceeding ceases to be an ordinary adversarial contest and becomes a matter of the court's conscience, requiring the propounder to offer a cogent and convincing explanation. The phrase is deliberately open-ended and covers any circumstance casting real and germane doubt on the free volition of the testator, but excludes suspicion that is merely the fantasy of a doubting mind.
- **Burden and Onus of Proof under Sections 101 to 103 of the Indian Evidence Act, 1872:** The burden of proving a Will rests on its propounder, and in the absence of suspicion, proof of testamentary capacity and of the signature suffices to discharge it. Where suspicious circumstances exist, the onus returns to the propounder to explain them, while a party who separately alleges fraud, undue influence or coercion carries the burden of establishing that allegation.
- **Unnatural Disposition and Exclusion of Class I Heirs:** A bequest that deprives a surviving spouse who is the sole Class I heir in favour of persons who are not close relatives is inherently unnatural and calls

- for circumspect scrutiny. There is no rule requiring a Will to state reasons, but where reasons are recited, their falsity strengthens rather than dispels the suspicion attaching to the instrument.
- **Intestate Succession under the Hindu Succession Act, 1956:** Section 8 read with the Schedule places the widow among the Class I heirs who succeed simultaneously and to the exclusion of all others, and Section 10 governs the distribution of shares among them. Where a testamentary disposition fails, the estate devolves by intestate succession, so the invalidity of a Will directly restores the statutory entitlement of the heir.
- **Registration Act, 1908 and the Presumption Attaching to Registration:** Sections 32, 34 and 35 confine presentation to the executant or his agent, representative or assignee, oblige the registering officer to inquire into execution, and require satisfaction as to the identity of the persons appearing before him, while Sections 52, 58, 59 and 60 prescribe the endorsements and certificate that follow. Registration of a Will is optional, and where the statutory procedure is not shown to have been followed the presumption that the contents were read over and execution admitted before the registering officer is unavailable.
- **Doctrine of Non-Traverse under Order VIII Rule 5 of the Code of Civil Procedure, 1908:** Every allegation of fact in the plaint that is not specifically denied, or denied by necessary implication, or stated to be not admitted in the written statement, is taken to be admitted, except as against a person under disability. Section 58 of the Evidence Act complements this by providing that facts admitted need not be proved, though the court retains discretion to require proof otherwise than by admission.
- **Second Appeal and Substantial Question of Law under Section 100 of the Code of Civil Procedure, 1908:** A second appeal lies to the High Court only where the case involves a substantial question of law, which must be formulated and on which alone the appeal is heard. Concurrent findings of fact reached on an appraisal of evidence are ordinarily immune from interference, and the use of a formula such as satisfaction of the judicial conscience does not convert a question of fact into one of law.

Practice Questions

1. Asha Kapoor propounds a registered Will executed by her late uncle. The Will bears the signatures of two attesting witnesses. One of them appears before the court and proves that the testator signed the Will in the presence of both attesting witnesses, and that each attesting witness thereafter signed the Will in the testator's presence. Several circumstances surrounding the Will nevertheless raise doubts regarding the testator's free volition. Asha contends that examination of one attesting witness conclusively establishes the Will. Which proposition correctly states the legal position?
(a) The Will stands conclusively proved once one attesting witness establishes execution, because suspicious circumstances become irrelevant after statutory attestation is formally proved.
(b) Formal proof through one attesting witness satisfies Section 68, but suspicious circumstances may still require convincing proof that the Will reflected free volition.
(c) The Will remains inadmissible unless both attesting witnesses testify, because testamentary documents require proof by every surviving witness capable of attending court.
(d) Registration conclusively establishes voluntary execution once an attesting witness confirms signature, making further judicial examination of surrounding circumstances legally unnecessary thereafter.

2. Rajiv Malhotra executes a Will excluding his wife Meera, his sole Class I heir, and leaves his entire estate to two distant acquaintances. The Will states that Meera had permanently abandoned him, although documentary evidence shows that she continued residing with and caring for him until his death. The beneficiaries rely upon due execution alone. Which proposition most accurately governs the court's approach?
(a) The exclusion remains immune from scrutiny because testamentary freedom permits disinheritance of statutory heirs irrespective of any inaccurate explanation recorded in the instrument.
(b) The disposition becomes invalid automatically because every Will excluding a surviving spouse in favour of unrelated beneficiaries is prohibited under succession law.
(c) The incorrect recital becomes immaterial once execution is proved because reasons for excluding an heir have no evidentiary relevance in testamentary proceedings.
(d) The disposition warrants heightened scrutiny because the unnatural exclusion and demonstrably false recital strengthen suspicious circumstances requiring satisfactory explanation from the propounders.

3. Consider the following statements regarding the burden of proving a Will under Sections 101 to 103 of the Indian Evidence Act, 1872:
i. The initial burden of proving the Will rests upon the person who propounds and relies upon it.
ii. In the absence of suspicious circumstances, proof of testamentary capacity and signature may discharge that burden.
iii. Where suspicious circumstances emerge, the propounder must satisfactorily explain them before the Will is accepted.
iv. A person alleging coercion or fraud bears no separate burden once suspicious circumstances

surrounding the Will are shown.
Which of the following statements are correct?
(a) Statements i, ii and iii only
(b) Statements i, iii and iv only
(c) Statements ii, iii and iv only
(d) Statements i, ii and iv only

4. A trial court and the first appellate court concurrently hold, after evaluating witnesses and surrounding circumstances, that a Will is surrounded by unexplained suspicious circumstances. In second appeal, the propounder argues that the High Court may reassess the evidence because the courts below applied the test of "judicial conscience." Which proposition correctly states the legal position?
(a) The High Court may freely reappraise evidence because every dispute concerning testamentary validity necessarily raises a substantial question of law under Section 100 CPC.
(b) The High Court may reconsider factual findings whenever judicial conscience is invoked, because that expression converts evidentiary appreciation into a legal determination automatically.
(c) The High Court ordinarily cannot disturb concurrent factual findings unless a substantial question of law arises, and judicial-conscience language alone creates none.
(d) The High Court must rehear testamentary disputes on facts because findings concerning suspicious circumstances remain provisional until affirmed independently in second appeal proceedings.

5. Under the Hindu Succession Act, 1956, which provision, read with the Schedule, places the widow among the Class I heirs of a male Hindu dying intestate?
(a) Section 6
(b) Section 8
(c) Section 10
(d) Section 15

SUPREME COURT Landmark Judgements

6 Uncle-In-Law Cannot Adopt Niece's Husband as 'Ghar Damad'

Background

- The dispute concerned ancestral land held by one Sukhu Oraon, who had three sons named Dhungru, Ledura and Bhoula, the original plaintiff being Dhungru's son and the namesake of his grandfather, who claimed ownership of the entire holding as the surviving male descendant of the family.
- The claim was opposed by Budhain, the daughter of Bhoula, and her husband Punai, who asserted that Ledura, being childless, had taken Punai into his household as his ghardamad, and that following the death of Bhoula the properties had been divided between Ledura and Budhain by a document dated 27 February 1975 described in the proceedings as a lease deed and by the Civil Court as a partition deed.
- It was the undisputed case of both sides that under the local custom governing the community, daughters have no independent right of inheritance in the family property.
- The Munsif, Gumla framed the issue whether Punai was the ghardamad of Ledura and dismissed the plaintiff's suit, relying on a passage from S.C. Roy's work on the Oraon community and holding that the plaintiff had not refuted the defendants' assertion that a ghardamad may be adopted even after marriage.
- The First Appellate Court affirmed that finding, and the High Court of Jharkhand, by judgment dated 10 June 2024 in second appeal, framed the

Case Details

Case Title: Bejla Oraon v. Kali Das Oraon & Ors.

Citation: Civil Appeal arising out of SLP (C) No. 23458 of 2024 | 2026 INSC 672

Bench Justice Sanjay Karol and Justice Nongmeikapam Kotiswar Singh

Issue Before the Court

- Whether the custom permitting an uncle-in-law to induct his niece's husband as a ghardamad was established on the record by the party asserting it.
- Whether the document dated 27 February 1975, whether treated as a lease deed or as a partition deed, conferred any title upon the defendants.
- Whether the High Court, having framed a substantial question of law under Section 100 of the Code of Civil Procedure, 1908, could dispose of the second appeal by invoking the concurrent nature of the findings below without answering that question.
- Whether the concurrent findings of the

- specific question whether an uncle could adopt a ghardamad on behalf of his niece's husband, yet upheld the concurrent findings without independently answering the question, observing that no adverse inference could be drawn since no bar against adoption by an uncle-in-law had been established.
- Aggrieved by the concurrent dismissal of his suit, the original plaintiff, now represented through his legal heirs, approached the Supreme Court.

- three courts below warranted interference in the exercise of jurisdiction under Article 136 of the Constitution of India, 1950.
- Whether, in the absence of a validly inducted ghardamad or any other male heir directly related to the landowner, the nearest male agnate becomes entitled to succeed to the property.

Judgement of the Court

- The Court began by setting out the essential attributes of a valid custom as recognised in established legal literature, namely that it must be immemorial, reasonable, certain in its terms and as regards the locality and persons it affects, and continued as of right and without interruption since its origin.
- The Bench noted that customs of which courts do not take judicial notice must be clearly proved, that the onus lies on the party relying on them, that proof must come by record or by evidence of usage since time immemorial, and that the evidence must not establish a custom wider than the one alleged.
- Distilling its earlier decisions, the Court laid down that he who alleges a custom must prove it and must also prove that he is governed by it, that long usage and prevalence must be shown, that proof comes through general evidence of members of the tribe or family and may be safely acted upon where supported by public record, that a custom must be certain, reasonable and not immoral, optional or opposed to public policy, that judicial notice once taken dispenses with fresh proof, that a custom may acquire the force of law through legal confirmation or statutory recognition, and that a custom once disallowed cannot be revived.
- The Bench recalled that Section 48 of the Indian Evidence Act, 1872 makes the opinion of persons likely to know of the existence of a custom relevant, which the Court used as the yardstick for assessing the depositions on record.
- On the scope of interference with concurrent findings, the Court reiterated that it would ordinarily not review evidence for a third time unless exceptional circumstances exist, the position being different where the inference is one of law from admitted and proved facts or where the finding is materially affected by violation of a rule of law or procedure.
- The Bench catalogued the situations justifying interference, namely where a finding does not emanate from the pleadings, is divorced from the evidence, rests on irrelevant material while ignoring material evidence, runs contrary to law, is such that no reasonable judicial mind could reach it, is perverse, causes undue hardship, or shocks the conscience of the court, while cautioning that the power is to be used sparingly and not merely because a different view is possible.
- Examining the testimony issue by issue, the Court found that almost all witnesses agreed that no partition had taken place within the family, and that the solitary deposition suggesting that

- Ledura had written land to Budhain left unexplained the source of his authority, whether custom permitted it, and what extent of land was given or retained.
- On the question of a daughter's rights, the Bench found the plaintiff's witnesses consistent that a daughter takes no share in any circumstance, while the defence witnesses were internally inconsistent, and since the plaintiff's evidence withstood cross-examination it stood proved that daughters acquire no right or share in the property.
- The Court accepted, on the strength of all the testimonies, that the custom of a son-in-law acquiring a right in the property of his father-in-law was proved, but found the defence evidence on the succession of an issueless member so inconsistent, and the plaintiff's supporting testimony so confined to the facts of the case, that no custom could be established on that point, since proof of custom requires long and continuous usage and not the statement of a single witness.
- Turning to the document of 1975, the Bench observed that most witnesses described it as a lease while the Civil Court treated it as a partition deed, and held that the characterisation made no difference because a lease deed does not confer title and a partition can only be effected among persons who already hold shares, so with only Ledura holding a share there could be no partition between him and Budhain, rendering the question of secrecy in its execution insignificant.
- Examining the passage from S.C. Roy's work relied on by the Civil Court, the Court held that the Civil Court had misdirected itself, since the text speaks of a ghardamad duly adopted into the house by the last male owner or even by his widow, whereas the record showed no role played by Budhain's father and the consistent position was that Ledura, the uncle-in-law, had inducted Punai.
- The Bench held that it is nowhere established that an uncle-in-law can adopt his niece's husband as his ghardamad within the prevalent customary law, and further noted the internal contradiction that the alleged partition was between Budhain and Ledura with Ledura's portion passing to Punai, when Punai on the defendants' own logic would be the ghardamad of Bhoula and not of Ledura.
- On the conduct of the second appeal, the Court held that once a substantial question of law is framed, the parties must be heard and the question decided, and that if only the concurrent nature of the findings weighed with the High Court there was no reason to formulate the question at all.
- The Bench rejected the High Court's reasoning that no adverse inference could be drawn because no bar against adoption by an uncle-in-law was established, holding that the party alleging a custom bears the burden of proving it and that merely observing that the contrary has not been clearly stated is not an appropriate answer to a substantial question of law under Section 100 of the Code.
- Taking a cumulative view, the Court held that apart from the ghardamad's eligibility to take the property of his father-in-law, the customs alleged were not proved, and that the acknowledged sources of the law prevailing in the community establish that in the absence of a ghardamad or any other male heir directly related to the landowner, the nearest male agnate takes the property.
- The Court accordingly set aside the judgments of the courts below, decreed the plaintiff's suit

- with all necessary consequences to follow, allowed the appeal, and directed the parties to bear their own costs.

Key Takeaway for CLAT Aspirant

- **Custom as a Source of Law and its Essential Attributes:** A custom, to be recognised as law, must be immemorial in origin, reasonable, certain in its terms and in respect of the locality and persons it governs, and must have continued as of right and without interruption. These attributes operate as rules of evidence, so a usage that is recent, vague, optional or subject to interruption cannot ripen into a binding customary rule.
- **Burden of Proving Custom and the Maxim that He Who Alleges Must Prove:** The party asserting a custom carries the burden of establishing both its existence and that the parties before the court are governed by it, and the absence of evidence disproving a prohibition is no substitute for affirmative proof. The evidence adduced must correspond to the custom pleaded and must not establish a usage wider than the one alleged.
- **Section 48 of the Indian Evidence Act, 1872:** This provision makes relevant the opinions of persons who would be likely to know of the existence of a general custom or right, where the court has to form an opinion on such existence. Since the object is to capture long and continuous community usage, the testimony of a solitary witness speaking to the facts of a particular case does not satisfy the standard.
- **Customary Law and Statutory Exclusion of Scheduled Tribes:** Section 2(2) of the Hindu Succession Act, 1956 and Section 2(2) of the Hindu Marriage Act, 1955 exclude members of Scheduled Tribes from the operation of those enactments unless the Central Government by notification directs otherwise. In consequence, succession within such communities continues to be governed by their own customary law, which must be proved as a matter of fact in each case.
- **Hindu Adoptions and Maintenance Act, 1956 and the Requisites of Valid Adoption:** Section 6 requires that the person adopting have the capacity and right to adopt, that the person giving in adoption have the capacity to give, that the child be capable of being taken in adoption, and that all other conditions be satisfied. Sections 7 and 8 govern the capacity of a Hindu male and female respectively, Section 9 identifies who may give a child in adoption, Section 10 prescribes who may be adopted, and Section 17 prohibits payment or reward in connection with adoption.
- **Lease and the Principle that a Lease Confers No Title:** Section 105 of the Transfer of Property Act, 1882 defines a lease as a transfer of a right to enjoy immovable property for a term or in perpetuity in consideration of rent or premium, which vests possession and enjoyment but not ownership in the lessee. A lease deed therefore cannot be the foundation of a claim to title, whatever the duration of possession under it.
- **Second Appeal and the Obligation to Answer a Substantial Question of Law:** Section 100 of the Code of Civil Procedure, 1908 permits a second appeal only on a substantial question of law, which must be formulated at the stage of admission and on which the appeal is then heard. Once such a question is framed, the High Court is bound to hear the parties and decide it on merits, and disposing of the appeal solely by pointing to the concurrent nature of the findings defeats the purpose of formulating the question.
- **Article 136 of the Constitution of India, 1950 and Interference with Concurrent Findings:** Article 136 confers a discretionary and extraordinary power to grant special leave, exercised sparingly and not as

- a regular avenue of appeal on facts. Interference with concurrent findings is warranted where the finding does not emanate from the pleadings, is divorced from the evidence, ignores material evidence, contravenes a provision of law, is perverse or arbitrary, causes undue hardship, or shocks the conscience of the court, the burden of demonstrating such infirmity lying on the appellant.

Practice Questions

1. Rohan Tudu claims inheritance under an alleged tribal custom permitting the youngest son alone to succeed to ancestral property. He produces evidence of one recent family instance but no community witnesses, historical practice or proof that the parties themselves are governed by such a rule. The opposing side produces no evidence disproving the alleged custom. Which proposition correctly governs Rohan's claim?
(a) The custom must fail because absence of contrary evidence conclusively proves that no legally recognised community prohibition existed against the asserted practice.
(b) The custom may succeed because one instance involving the claimant is enough if no opposing witness specifically denies the asserted community practice.
(c) The custom must fail unless affirmative evidence establishes its existence, scope and applicability to the parties, consistently with the custom actually pleaded.
(d) The custom may succeed because courts presume long usage whenever the alleged practice appears reasonable and no statute expressly prohibits its recognition.

2. Meera Joshi occupies agricultural land under a registered lease granted for ninety-nine years and has remained in possession throughout that period while regularly paying rent. When the lessor's successor seeks recovery after expiry, Meera claims ownership solely on the basis of the lease and her prolonged possession. Which proposition correctly states the legal position?
(a) The lease cannot establish ownership because it transfers only a right to enjoy property, regardless of the duration for which possession continued.
(b) The lease establishes ownership once possession continues beyond the contractual term because prolonged enjoyment itself converts the lessee's interest into proprietary title.
(c) The lease establishes title where rent was consistently paid because consideration transforms the transferred right of enjoyment into an ownership interest thereafter.
(d) The lease may establish ownership if executed permanently because a perpetual right of enjoyment is legally equivalent to transfer of proprietary title.

3. Consider the following statements regarding the application of Hindu personal law statutes to members of Scheduled Tribes:
i. Section 2(2) of the Hindu Succession Act excludes Scheduled Tribe members unless the Central Government directs otherwise by notification.
ii. Section 2(2) of the Hindu Marriage Act contains a corresponding exclusion for members belonging to Scheduled Tribes.
iii. Failure to prove a particular custom automatically brings Scheduled Tribe members within the Hindu Succession Act without any notification.
iv. Succession within an excluded Scheduled Tribe community may continue under customary law, which must be proved as a fact.
Which of the following statements are correct?
(a) Statements i, ii and iii only
(b) Statements ii, iii and iv only

(c) Statements i, iii and iv only
(d) Statements i, ii and iv only

4. A High Court admits a second appeal and expressly formulates a substantial question of law concerning the legal validity of an alleged custom. At final hearing, it dismisses the appeal solely because the two courts below had reached concurrent findings, without addressing the formulated question. Which proposition correctly states the High Court's obligation?
(a) The High Court may dismiss the appeal on concurrent findings alone because formulation of the question does not require any subsequent determination.
(b) The High Court must hear and decide the formulated substantial question because merely invoking concurrent findings does not discharge its appellate obligation.
(c) The High Court may reconsider every factual issue after framing one substantial question because formulation automatically reopens the entire evidentiary record thereafter.
(d) The High Court must remand the appeal whenever concurrent findings exist because substantial questions cannot be answered without fresh factual determination independently.

5. Under the Indian Evidence Act, 1872, which provision makes relevant the opinions of persons likely to know of the existence of a general custom or right?
(a) Section 45
(b) Section 47
(c) Section 48
(d) Section 50

7 Citizenship Status Must Be Determined Through Fair Process

Background

- The batch comprised twenty-seven appeals arising from proceedings before Foreigners Tribunals in the State of Assam and, in some matters, before the erstwhile Illegal Migrants (Determination) Tribunals, in all of which the appellants had been declared foreigners and the opinions had been affirmed by the High Court of Assam, Nagaland, Mizoram and Arunachal Pradesh at Guwahati.
- In the lead matter, a family from Karbi Anglong was declared foreign by an ex parte opinion of the Illegal Migrants (Determination) Tribunal, Diphu in 1997, the notice having been received by the lead proceedee's late husband, while none of the proceedees appeared, engaged counsel or filed a written statement, and the challenge was mounted only after nearly twenty-three years.
- The common grievance across the batch was that the opinions were rendered in proceedings that were either wholly ex parte or had become effectively ex parte, so that the statutory determination of status was made without a full and meaningful opportunity to contest the reference.
- The Court grouped the matters into three categories, namely cases where the appellants never appeared before the Tribunal despite recorded service of notice, cases where the High Court itself undertook a first-time appreciation of documents while upholding the ex parte opinion, and cases where the appellants appeared or took some step but thereafter defaulted, leading to an ex

Case Details

Case Title:	Sabitri Dey @ Swasthi Dey & Ors. v. Union of India & Ors.
Citation:	Civil Appeal No. 2820 of 2024 with connected matters | 2026 INSC 694
Bench	Justice Vikram Nath and Justice Sandeep Mehta

Issue Before the Court

- Whether an opinion declaring a person to be a foreigner can be sustained where the proceeding before the Tribunal was ex parte or had become effectively ex parte, without a meaningful examination of service of notice, opportunity of hearing, the material forming the basis of the reference, and the evidence adduced by the State.
- Whether the statutory burden under Section 9 of the Foreigners Act, 1946 relieves the Tribunal of its own obligation to conduct a lawful and reasoned adjudication.
- What the expression "main grounds" in Paragraph 3(1) of the Foreigners (Tribunals) Order, 1964 requires the State to disclose to a proceedee.
- Whether the constitutional

- parte opinion.
- The High Court, in the lead matter, held that in the absence of any written statement, documents or evidence the Tribunal had no option but to affirm the reference, that the opportunity to establish citizenship could not be enlarged into an endless exercise, and that the burden under Section 9 of the Foreigners Act, 1946 rests entirely on the proceedee and does not shift even in ex parte proceedings.
- Aggrieved by the concurrent affirmation of the declarations, the appellants approached the Supreme Court, and since the question involved was common, the matters were heard together and decided by a common judgment.

- guarantees under Articles 14 and 21 extend to persons whose citizenship is itself under inquiry.
- Whether the High Court, in writ jurisdiction, may become the first forum for appreciation of citizenship documents that were never tested before the statutory Tribunal.
- Whether remand for fresh adjudication is warranted despite default on the part of the proceedees, and on what conditions.

Judgement of the Court

- The Court held that Section 9 of the Foreigners Act, 1946 undoubtedly places the burden on the proceedee to prove that he or she is not a foreigner and operates notwithstanding the Indian Evidence Act, 1872, the rationale being that facts of birth, parentage, residence, lineage and migration lie within the special knowledge and custody of the person proceeded against.
- The Bench held that this statutory burden cannot be read as relieving the Tribunal of its own obligation to conduct a lawful adjudication, since Section 9 authorises neither a mechanical declaration nor acceptance of the reference as conclusive merely because it has been made, and the burden operates within a legal process rather than replacing it.
- Reading Section 9 with Paragraph 3 of the Foreigners (Tribunals) Order, 1964, the Court held that the expression "main grounds" carries significance and cannot be reduced to a bare assertion of suspicion, because only when the proceedee knows the substance of the basis of the allegation can the opportunity to represent and produce evidence be effective rather than illusory.
- The Bench held that even where the proceedee fails to appear despite service, the Tribunal continues to act as a quasi-judicial forum bound to satisfy itself that notice was duly served, to examine whether the main grounds were made available, to consider the evidence produced by the State, to assess whether the material can support the conclusion, and to record reasons, since an ex parte proceeding dispenses with the participation of the absent party but not with objective consideration.
- The Court described the statutory scheme as having two complementary and non-conflicting features, namely the burden carried by the proceedee and the Tribunal's duty to ensure fair procedure, meaningful notice, consideration of material and a reasoned opinion, the burden arising and being discharged within the procedural safeguards of Paragraph 3.
- Turning to the constitutional dimension, the Bench emphasised that Article 14 speaks of "any person" and Article 21 of "no person," so neither is confined to citizens, and a person who may ultimately fail to establish Indian citizenship is nonetheless entitled to a determination satisfying the requirements of fairness, reasonableness and non-arbitrariness.

- The Court reiterated that a foreigner enjoys the protection of life and personal liberty under Article 21 even though the right to reside and settle under Article 19(1)(e) is confined to citizens, that mere prescription of some procedure does not satisfy Article 21 since the procedure must be fair, just and reasonable and not fanciful, oppressive or arbitrary, and that a declaration of foreigner status may lead to detention, deportation, separation from family and even statelessness.
- Invoking the rule of audi alteram partem, the Bench observed that natural justice supplements rather than supplants the statute, that notice is its first limb and must reasonably apprise the person of the case to be met, and that a proceedee required to establish ancestry, residence, identity and family linkage through old public documents cannot discharge the statutory burden unless the main grounds are disclosed and an effective opportunity is afforded.
- On the second category, the Court held that Paragraph 3 identifies the Tribunal as the primary adjudicatory forum and not a mere forwarding authority, so where the proceeding was ex parte and the documents were never tested before the statutory forum, the High Court under Article 226 should not ordinarily become the first forum for factual appreciation, and such an exercise cannot cure the absence of proper adjudication.
- On the third category, the Bench held that a proceedee who has entered appearance cannot treat the proceeding casually, and the Tribunal cannot be faulted for declining repeated adjournments, yet the default does not alter the character of the adjudication required, since the Tribunal must still return an opinion containing a concise statement of facts and conclusion reflecting application of mind.
- Clarifying the limited scope of its judgment, the Court stated that it had not examined the merits of the citizenship claims or expressed any opinion on the genuineness, admissibility, relevance or sufficiency of any document, those questions being for the Tribunals to decide independently, and that the remand was not intended to dilute the statutory burden or confer equity on a person unable to establish a claim.
- Accordingly, the Court set aside the impugned judgments of the High Court along with the corresponding opinions of the Tribunals, remitted all matters for fresh adjudication uninfluenced by earlier observations, directed the appellants to appear within four weeks and file written statements, documents and affidavits with liberty to the State to adduce evidence, barred coercive steps until fresh opinions subject to cooperation, and required the Tribunals to endeavour to decide the references preferably within six months.

Key Takeaway for CLAT Aspirant

- **Section 9 of the Foreigners Act, 1946:** Where a question arises whether a person is or is not a foreigner of a particular class or description, and the case does not fall under Section 8, the onus of proving that the person is not a foreigner lies upon that person notwithstanding anything in the Indian Evidence Act, 1872. The reverse burden is justified because facts of birth, parentage, residence and lineage lie within the special knowledge of the person concerned, but it arises only after the proceeding is lawfully initiated and the case to be met is disclosed.
- **Foreigners (Tribunals) Order, 1964 and Paragraph 3:** Paragraph 3(1) requires service of the main

- grounds and a reasonable opportunity to represent and produce evidence, Paragraph 3(7) obliges a served proceedee to appear on every hearing, Paragraph 3(8) fixes time for reply and evidence, Paragraph 3(10) requires the Tribunal to take the evidence produced by the Superintendent of Police, and Paragraph 3(12) permits adjournments only sparingly and for reasons recorded. Paragraphs 3(15) and 3(16) require the Tribunal to submit its opinion with a concise statement of facts and conclusion, showing that the Tribunal is the primary adjudicatory forum rather than a forwarding authority.
- **Doctrine of Audi Alteram Partem:** No person is to be condemned unheard, and the rule applies even where the statute is silent whenever rights or interests stand to be affected. Notice is the first limb of the rule and must be precise enough to reasonably apprise a person of the case to be met, so that the opportunity afforded is effective rather than merely formal.
- **Natural Justice as Supplementing Statute:** The rules of natural justice do not supplant the law but supplement it, and their content varies with the framework of the statute and the nature of the power exercised. They apply with particular force to quasi-judicial bodies and to administrative action carrying civil consequences, where adherence to fair procedure is of supreme importance.
- **Article 14 of the Constitution of India, 1950 and Non-Arbitrariness:** Article 14 guarantees equality before the law and the equal protection of the laws to "any person" within the territory of India, and arbitrary State action cannot claim the protection of law merely because it is clothed in statutory form. Equal protection requires that a statutory procedure be applied in a real and meaningful manner rather than mechanically or one-sidedly.
- **Article 21 and the Requirement of Fair, Just and Reasonable Procedure:** Article 21 uses the expression "no person" and therefore extends beyond citizens to every individual within the territory of India. The mere prescription of some procedure does not satisfy the Article, as the procedure must be fair, just and reasonable and cannot be fanciful, oppressive or arbitrary, a standard that applies fully to determinations carrying consequences such as detention, deportation or statelessness.
- **Rights of Non-Citizens and Article 19(1)(e):** A foreigner is entitled to the protection of life and personal liberty under Article 21, though the right to reside and settle in any part of India under Article 19(1)(e) is confined to citizens. The State may lawfully regulate the entry, stay and removal of foreigners, but a person whose status is under inquiry is not placed outside the protection of fair procedure.
- **Citizenship under Part II of the Constitution and Article 11:** Articles 5 to 10 identify the classes of persons who became citizens at the commencement of the Constitution, covering domicile and birth, migrants from and to Pakistan, and persons of Indian origin residing abroad, while providing for cessation on voluntary acquisition of foreign citizenship. Article 11 preserves the power of Parliament to make provision with respect to acquisition and termination of citizenship and all other matters relating to it, citizenship being a subject in the Union List.
- **Jus Soli and Jus Sanguinis as Principles of Citizenship:** Jus soli confers citizenship by reference to the place of birth, while jus sanguinis confers it by descent or blood ties, and the framers of the Indian Constitution favoured the more inclusive principle of jus soli. Subsequent statutory amendments have progressively qualified that position, so the operative test depends on the date of birth and the citizenship status of the parents under the governing statute.
- **Ex Parte Proceedings and the Limits of Default:** Non-appearance after due service permits a forum to proceed further in accordance with law, and diligence is expected of a party on whom a statutory burden rests. However, absence deprives the defaulting party only of the opportunity to lead evidence and does not convert that absence into proof of the opposing allegation, so the adjudicating authority must still test whether the material on record supports the conclusion.

- **Writ Jurisdiction under Article 226 and the Doctrine of Alternative Statutory Forum:** The High Court exercises supervisory jurisdiction to correct errors of law, jurisdictional excess and violations of natural justice, and is not ordinarily a forum for first-instance appreciation of disputed facts. Where a statute designates a specialised tribunal to conduct the factual inquiry, the appropriate course on finding the adjudication defective is a conditional remand to that forum rather than substitution of the statutory mechanism.

Practice Questions

1. The Superintendent of Police sends Sameer Ali a vague notice merely stating that his "citizenship is doubtful," without disclosing the grounds on which he is alleged to be a foreigner. The Foreigners Tribunal nevertheless requires Sameer immediately to prove Indian citizenship under Section 9 of the Foreigners Act, 1946. Which proposition correctly states the legal position?
(a) The reverse burden cannot fairly operate until proceedings are lawfully initiated and Sameer is informed of the case he must answer.
(b) The reverse burden operates immediately upon any suspicion of foreign nationality because personal facts concerning citizenship remain within Sameer's special knowledge.
(c) The reverse burden dispenses with disclosure of grounds because Section 9 overrides every procedural requirement contained in ordinary evidentiary law altogether.
(d) The reverse burden permits an adverse finding whenever citizenship is questioned, even before the statutory forum identifies the factual basis for inquiry.

2. Farida Begum is duly served with a Foreigners Tribunal notice and files an initial reply but repeatedly fails to appear thereafter. The Tribunal proceeds ex parte and declares her a foreigner solely because of her absence, without examining the evidence placed by the Superintendent of Police. Which proposition correctly governs the Tribunal's action?
(a) The declaration is valid because repeated absence after service conclusively establishes the allegation once the proceedee bears the statutory burden of proof.
(b) The declaration is valid because an ex parte proceeding permits the Tribunal to treat every allegation in the reference as admitted automatically.
(c) The declaration is valid because failure to appear removes both the right to produce evidence and the requirement that the State material be examined.
(d) The declaration is defective because absence permits ex parte continuation but does not itself prove foreigner status without scrutiny of the available material.

3. Consider the following statements regarding constitutional protections available to foreigners in India:
i. Article 21 protects every person within India and is not confined only to citizens.
ii. Article 19(1)(e) guarantees foreigners an equal fundamental right to reside and settle anywhere in India.
iii. The State may regulate the entry, continued stay and removal of persons who are foreigners.
iv. A person whose citizenship status is under inquiry remains entitled to a fair and reasonable procedure.
Which of the following statements are correct?
(a) Statements i, ii and iii only
(b) Statements i, iii and iv only
(c) Statements ii, iii and iv only
(d) Statements i, ii and iv only

4. A High Court finds that a Foreigners Tribunal denied adequate notice and failed to consider important evidence concerning a disputed question of lineage. The petitioner asks the High Court to itself examine witnesses and determine citizenship conclusively. Which proposition most accurately states the proper

exercise of writ jurisdiction?
(a) The High Court should itself determine citizenship because every violation of natural justice transfers the entire factual jurisdiction from the Tribunal permanently.
(b) The High Court should dismiss the petition because availability of a specialised Tribunal completely excludes judicial review despite procedural or jurisdictional defects.
(c) The High Court should ordinarily correct the defect and remit the factual inquiry to the designated Tribunal rather than become the first-instance fact-finding forum.
(d) The High Court should decide all disputed facts whenever Article 226 is invoked because supervisory jurisdiction necessarily includes unrestricted original evidentiary adjudication.

5. Which Article of the Constitution preserves Parliament's power to regulate acquisition and termination of citizenship and other matters relating to citizenship?
(a) Article 11
(b) Article 9
(c) Article 10
(d) Article 5

8 Contract Denying Interest On Security Deposit Not Against Public Policy

Background

- The Punjab Minor Minerals Concession Rules, 1964, framed under the Mines and Minerals (Regulation and Development) Act, 1957, require a successful bidder to execute an agreement in the prescribed Form-L, of which Clause 2 imposes interest at twenty four percent per annum on delayed instalments, Clause 16 permits termination with forfeiture of the security deposit on default, and Clause 19 stipulates that the security deposited shall carry no interest and shall be refunded within three months from the date of expiry or sooner determination of the contract.
- Pursuant to an auction notice for extraction of Yamuna sand from the Bega Murthal Sand Zone, the auction was held on 6 April 1998, the respondent firm emerged as the highest bidder at Rs. 1.48 crores per annum for a three year contract, and the agreement in Form-L was executed on 30 November 1998 with a security deposit of Rs. 37 lakhs.
- The respondent defaulted in monthly instalments from September 1999, a notice for termination under Clause 16 was issued on 19 January 2000, and after affording opportunity and considering the reply, the Director of Mines and Geology terminated the contract on 9 March 2000 with forfeiture of the security amount and a direction to hand over possession.
- The Appellate Authority, by order dated 10 July 2000, permitted adjustment of the forfeited security against outstanding contract money and

Case Details

Case Title: State of Haryana & Ors. v. M/s. Jai Durgaa Finvest P. Ltd.

Citation: Civil Appeal Nos. 3145-3146 of 2012 | 2026 INSC 678

Bench Chief Justice Surya Kant and Justice V. Mohana

Issue Before the Court

- Whether a clause in a statutory form of commercial contract expressly denying interest on a security deposit can be declared unsustainable in law and opposed to public policy.
- Whether a writ court may award interest contrary to an express contractual stipulation, and whether such an award amounts to rewriting the contract.
- Whether the obligation of the State to charge interest on delayed instalments under Clause 2 creates a reciprocal obligation to pay interest on the security deposit under Clause 19.
- Whether Clause 19, read as a whole, permits the State to retain the

- interest subject to the contractor depositing the demanded amount within the stipulated schedule, and the respondent deposited part of the sum before approaching the writ court.
- The respondent filed a writ petition challenging the demand of contract money with interest at twenty four percent, assailing the validity of Clause 19, and seeking a direction for payment of interest on the security deposit, and after a remand by the Supreme Court the Single Judge held Clause 19 to be unsustainable in law and directed refund of Rs. 37 lakhs with interest at nine percent per annum from the date of deposit.
- The Division Bench of the High Court of Punjab and Haryana dismissed the appeals of both sides and affirmed that view, and after subsequent proceedings including the dismissal of the respondent's petitions and the rejection of the State's review, the State approached the Supreme Court against both orders.

- security deposit indefinitely without interest after determination of the contract.
- From what date, if at all, the contractor became entitled to interest on the security deposit.

Judgement of the Court

- The Court held that in matters of contract the function of a court is to interpret and enforce the terms agreed between the parties, and that it will not rewrite those terms however reasonable a substituted term may appear, since a court cannot make a new contract for parties who have not made it themselves.
- The Bench observed that in commercial contracts where parties stand on equal footing and have committed to unambiguous terms, the language of the contract governs, and once parties accept terms with open eyes and free will they cannot later resile merely because a stipulation proves onerous, agreed forfeiture and security stipulations being enforceable according to their terms.
- The Court noted that the respondent had two clear opportunities to peruse the statutory Rules and Form, first when bidding and again when executing the agreement, and that it was neither pleaded that consent was obtained by coercion nor that the contract was signed under mistake or undue influence.
- Relying on the concurrent findings of the courts below, the Bench recorded that the termination flowed from the respondent's own conduct in failing to pay monthly instalments, that the plea of obstruction by landowners was found to be a false plea raised to secure departmental benefits, that no nil monthly returns were filed although mining was being carried on elsewhere, and that the legality of the termination had attained finality through an earlier order of a coordinate Bench.
- The Court held that the High Court fell into error in declaring Clause 19 unsustainable in law and against public policy, since public policy cannot be pressed into service to set at naught a commercial contract expressly denying interest on a security deposit, such a stipulation being neither immoral nor unlawful nor legally unsustainable.
- The Bench rejected the reasoning that the State's entitlement to charge interest on belated instalments must be matched by an obligation to pay interest on the security, holding that Clause 2 and Clause 19 operate in different fields, the former being compensation referable to the contractor's own breach and the latter being a performance guarantee held by the State on

agreed interest-free terms, with no reciprocal obligation arising.

- The Court held that to add new terms not written into the agreement, instead of interpreting the contract as agreed, amounts to rewriting the contract, which a writ court is not entitled to do, and accordingly declared Clause 19 a valid and binding term.
- Turning to the construction of Clause 19, the Bench held that its two limbs are interdependent and must be read together, so that while the deposit earns no interest, it must also be returned within three months of expiry or sooner determination, and the first limb cannot be read in isolation as conferring a power to retain interest-free money in perpetuity.
- The Court held that once the contract is determined the State is under an obligation to refund the security within the prescribed period, and that retention beyond three months entitles the contractor to interest on a proper reading of the clause itself.
- Since the contract was determined on 9 March 2000 and the three month period expired on 9 June 2000, the Bench held the respondent entitled to simple interest at nine percent per annum from 9 June 2000 until the date the security was adjusted or refunded, set aside the direction awarding interest from the date of deposit, found the rate fixed by the High Court reasonable, and partly allowed the appeals with no order as to costs.

Key Takeaway for CLAT Aspirant

- **Section 23 of the Indian Contract Act, 1872:** The consideration or object of an agreement is lawful unless it is forbidden by law, would defeat the provisions of any law if permitted, is fraudulent, involves or implies injury to the person or property of another, or is regarded by the court as immoral or opposed to public policy. Every agreement whose object or consideration is unlawful is void, and the burden lies on the party asserting unlawfulness to bring the term within one of these heads.
- **Doctrine of Public Policy and its Narrow Application:** Public policy is an unruly horse invoked sparingly and confined to well recognised heads, since a term is not opposed to public policy merely because it appears one sided or commercially disadvantageous to one party. A stipulation that is neither immoral nor unlawful nor destructive of any statutory purpose cannot be struck down under this head simply on grounds of perceived fairness.
- **Sanctity of Contract and the Rule Against Judicial Rewriting:** The function of a court is to interpret and enforce the bargain the parties actually made, and it cannot substitute its own view of a presumed commercial understanding where the terms are explicitly expressed. Adding terms that the parties did not include, however reasonable they may seem, amounts to making a new contract and lies outside the judicial function.
- **Freedom of Contract and Consensus ad Idem:** Parties of full capacity negotiating on equal footing are free to allocate risk and benefit as they choose, and their agreement binds them once free consent is established. A party who accepts terms with full knowledge and without protest cannot later assail them as unconscionable merely because performance has become burdensome, absent coercion, undue influence, fraud, misrepresentation or mistake under Sections 15 to 22 of the Indian Contract Act, 1872.
- **Rules of Interpretation and Construction of a Clause as a Whole:** A contractual clause must be read in its entirety and its parts construed harmoniously, since no limb may be isolated so as to defeat the operation of the rest. Where one limb confers an exemption and another imposes a corresponding

- time bound obligation, the two are interdependent and the exemption cannot be stretched beyond the period the clause itself contemplates.
- **Security Deposit as a Performance Guarantee and Doctrine of Forfeiture:** A security deposit taken under a contract operates as a guarantee of due performance rather than as a loan or investment, and its forfeiture on breach is enforceable where the contract so provides. Section 74 of the Indian Contract Act, 1872 governs stipulations by way of penalty and permits reasonable compensation, but a genuine earnest or security deposit stands on a distinct footing from a penal stipulation.
- **Liquidated Damages and Interest for Delayed Payment:** A clause imposing interest on delayed instalments compensates the aggrieved party for a breach committed by the other, and its operation is triggered by default rather than by the mere holding of money. Such a provision serves a purpose distinct from a security clause, and its existence creates no reciprocal or implied obligation on the party entitled to it.
- **Doctrine of Mutuality and the Limits of Implied Terms:** Mutuality of obligation does not require symmetry in every term, and a court may not imply a term merely because it would balance the bargain more evenly. An implied term must be necessary to give business efficacy to the contract or so obvious that it goes without saying, and it cannot contradict an express stipulation.
- **Writ Jurisdiction under Article 226 in Contractual Matters:** A writ court may intervene where State action in the contractual sphere is arbitrary, discriminatory or in breach of a statutory obligation, but it does not sit as a court of appeal over commercial terms freely agreed upon. It cannot grant relief inconsistent with the contract by supplying terms the parties never accepted, and disputed questions of contractual performance are ordinarily left to the appropriate forum.

Practice Questions

1. Nisha Verma and Orion Developers, both commercially experienced parties represented by counsel, enter into an agreement containing a clause under which Nisha will lose a substantial booking amount if she withdraws after a specified date. She later challenges the clause solely because it places a heavier commercial burden upon her, without alleging illegality, coercion, fraud or violation of any statute. Which proposition correctly states the legal position?
(a) The clause is void because any term imposing substantial commercial disadvantage upon one contracting party necessarily becomes opposed to recognised public policy.
(b) The clause is void because unequal contractual risk itself defeats law whenever one party ultimately bears materially greater financial consequences.
(c) The clause is unenforceable unless Orion assumes an equivalent reciprocal burden, because public policy requires substantially symmetrical obligations between contracting parties.
(d) The clause is not void merely for commercial imbalance unless it falls within a recognised head of unlawfulness or public policy.

2. A lease agreement expressly provides that Arvind Shah's security deposit will remain interest-free throughout the tenancy, while delayed monthly rent will attract interest at eighteen per cent. After vacating the premises, Arvind asks the court to imply a reciprocal obligation requiring the landlord to pay eighteen per cent interest on the deposit, arguing that commercial fairness demands equivalent treatment. Which proposition correctly governs the claim?
(a) The court may imply reciprocal interest because unequal monetary consequences permit supplementation of express terms whenever commercial fairness requires greater contractual balance.
(b) The court cannot add reciprocal interest because doing so would replace the parties' express bargain with a contractual term they never adopted.
(c) The court may award equivalent interest because a delayed-payment clause necessarily creates a corresponding obligation concerning every sum retained under the agreement.
(d) The court cannot enforce either clause because asymmetrical interest obligations demonstrate absence of consensus regarding the parties' respective financial responsibilities.

3. Consider the following statements regarding mutuality and implication of contractual terms:
i. Mutuality of obligation does not require every contractual burden to have an identical reciprocal counterpart.
ii. A court may imply a term whenever doing so produces a commercially fairer balance between the parties.
iii. An implied term must ordinarily be necessary for business efficacy or be so obvious that it goes without saying.
iv. A term cannot ordinarily be implied where it would contradict an express stipulation contained in the contract.
Which of the following statements are correct?
(a) Statements i, iii and iv only
(b) Statements i, ii and iii only

(c) Statements ii, iii and iv only
(d) Statements i, ii and iv only

4. A supply agreement provides that where the purchaser delays taking delivery, the supplier will incur no storage charges for the first thirty days, but must remove the goods within that same thirty-day period, after which storage charges become payable. The supplier retains the goods for ninety days and argues that the exemption applies indefinitely because that limb contains no separate repetition of the thirty-day limit. Which proposition correctly interprets the clause?
(a) The exemption continues indefinitely because each limb must operate independently unless the agreement expressly repeats every temporal limitation within both provisions.
(b) The exemption continues until removal because a contractual benefit must receive the widest interpretation whenever another limb separately imposes a performance deadline.
(c) The exemption is limited to thirty days because both limbs must be read harmoniously and the corresponding time obligation defines its intended operation.
(d) The exemption becomes void for uncertainty because linking an exemption with a separate time-bound obligation necessarily creates irreconcilable contractual ambiguity between them.

5. Which provision of the Indian Contract Act, 1872 governs stipulations by way of penalty and permits reasonable compensation for breach?
(a) Section 70
(b) Section 72
(c) Section 73
(d) Section 74

9 Article 227 Cannot be Invoked to Challenge Rejection of Application by Arbitral Tribunal

Background

- A partnership firm constituted in 1948 by the Bezboruah family underwent successive reconstitutions, culminating in a partnership deed dated 16 November 1976, Clause 5 of which provided that any dispute or difference would first be referred to the other partners and, if unresolved, to the arbitration of a mutually agreed third party.
- The appellant instituted a title suit in 2012 before the Civil Judge, Jorhat seeking rendition of accounts and reliefs arising out of alleged mismanagement and financial irregularities in the respondent companies, during which an application under Section 8 of the Arbitration and Conciliation Act, 1996 was filed seeking reference to arbitration.
- The trial court rejected that application in 2014, holding that several defendants including respondent Nos. 1 to 3 were non-signatories to the arbitration agreement and that the suit could not be split, and the High Court of Gauhati affirmed that view in revision in 2021.
- The Supreme Court, in the appeal arising from those orders, by consent order dated 21 November 2024 referred the disputes to arbitration and appointed a Sole Arbitrator, respondent Nos. 1 to 3 being parties to that appeal and served with notice but having chosen not to contest it, and never thereafter seeking modification or review of that order.
- After the Tribunal fixed the schedule, received the statement of claim and statements of defence, and

Case Details

Case Title: Manash Kamal Bezboruah v. M/s Bokahola Tea Company Private Limited & Ors.

Citation: 2026 INSC 701 | 2026 SCO.LR 7(3)[14]

Bench Justice K.V. Viswanathan and Justice Vijay Bishnoi

Issue Before the Court

- Whether a revision petition under Article 227 of the Constitution of India, 1950 is maintainable against an order of an Arbitral Tribunal rejecting an application under Section 16 of the Arbitration and Conciliation Act, 1996.
- Whether the supervisory jurisdiction of the High Court stands ousted by Section 5 of the Act, and if not, within what limits it may be exercised during pending arbitral proceedings.
- Whether the order of the Tribunal disclosed a patent lack of inherent jurisdiction or perversity sufficient to warrant interference at the interlocutory stage.
- Whether the competence to determine if a non-signatory is a

- framed issues on 9 June 2025 including the maintainability of the proceedings against non-signatories, respondent Nos. 1 to 3 filed applications under Order VII Rule 11 read with Order I Rule 10(2) and Section 151 of the Code of Civil Procedure, 1908 seeking deletion of their names, which the Tribunal rejected on 4 August 2025 on the footing that the consent order had left no scope for reconsideration.

- veritable party to the arbitration agreement lies with the referral court or with the Arbitral Tribunal.
- Whether respondent Nos. 1 to 3, having been served in the earlier appeal and having neither contested it nor sought its modification or review, could raise the same objection at a later stage.

- Respondent Nos. 1 to 3 filed a civil revision petition under Article 227 of the Constitution before the High Court, which stayed the notices issued to them by interim order dated 2 September 2025 and, by order dated 28 January 2026, rejected the appellant's preliminary objection and held the revision petition maintainable, prompting the appellant to approach the Supreme Court.

Judgement of the Court

- The Court emphasised that the Arbitration and Conciliation Act, 1996 is a code in itself, and that the phrase carries definite legal consequences, one of which is the non obstante clause in Section 5 limiting judicial intervention except where expressly contemplated by the Act, a provision adopted to give effect to the legislative intention of following the UNCITRAL Model Law and reducing excessive judicial interference.
- The Bench noted that Section 16 gives effect to the doctrine of kompetenz-kompetenz by empowering the Arbitral Tribunal to rule on its own jurisdiction, and that in the ordinary course the Act provides the mechanism for challenging an award under Section 34.
- The Court held that the power of superintendence under Article 227 forms part of the basic structure and cannot be abrogated or excluded by legislation, so Section 5 cannot oust the constitutional jurisdiction of the High Courts, while cautioning that the Act was enacted to secure expeditious resolution with minimal judicial interference and without the supervisory involvement of traditional courts save to the limited extent contemplated.
- Relying on the settled position, the Bench reiterated that the approach of correcting orders of an Arbitral Tribunal under Article 226 or Article 227 during pending arbitral proceedings has been disapproved, since a party aggrieved by an order under Section 16 must, unless a right of appeal exists under Section 37, wait until the award is pronounced and then ventilate its grievance under Section 34.
- The Court restated that interference under Article 227 is restricted to orders patently lacking in inherent jurisdiction, and that such a lack requires no argument whatsoever because the perversity of the order must stare one in the face, High Courts being expected to promptly dismiss petitions where no such defect is made out.
- The Bench observed that the threshold for exercising discretion is higher where the statute both provides a final remedy and mandates minimal interference before conclusion of proceedings, and drew the distinction between the maintainability of a writ petition, which goes to the root, and its entertainability, which lies within the discretion of the High Court.
- On the facts, the Court noted that the High Court had recorded no specific finding of perversity

or patent lack of inherent jurisdiction in the Tribunal's order of 4 August 2025, yet proceeded to hold the revision petition maintainable and to stay the notices issued to the non-signatory respondents.

- Applying the Constitution Bench position, the Bench held that whether a non-signatory is a veritable party involves a complex inquiry of fact, circumstance and law, that the referral court need only rule prima facie on the existence of the arbitration agreement, and that the intricate determination must be left to the Tribunal, which alone gives true effect to kompetenz-kompetenz under Section 16.
- The Court accordingly held that the Tribunal possessed absolute competence to decide whether respondent Nos. 1 to 3 were veritable parties notwithstanding their non-signatory status, so its order ought not to have been challenged by an Article 227 petition.
- The Bench further observed that respondent Nos. 1 to 3, having been parties to the earlier appeal and having chosen not to contest it, ought to have sought modification or review if they apprehended prejudice, and could not raise at this stage a dispute available earlier, such practices generating avoidable rounds of litigation that defeat the object of the Act.
- Holding that the High Court was not justified in entertaining the challenge and staying the arbitral proceedings, and that the remedy against rejection of a Section 16 application strictly lies under Section 34 after the final award, the Court set aside both impugned orders and dismissed the revision petition.
- Since the Tribunal had already framed issues covering the jurisdictional objection, the Court directed it to decide the status of respondent Nos. 1 to 3 independently and uninfluenced by this decision, and to complete the arbitral proceedings expeditiously in accordance with law.

Key Takeaway for CLAT Aspirant

- **Section 16 of the Arbitration and Conciliation Act, 1996:** The Tribunal may rule on its own jurisdiction, including on objections to the existence or validity of the arbitration agreement, an arbitration clause being treated as independent of the rest of the contract so that a finding that the contract is void does not by itself invalidate the clause. A jurisdictional plea must be raised no later than the statement of defence, a plea of excess of authority as soon as the matter arises, and where the plea is rejected the Tribunal continues and makes an award, the aggrieved party's remedy lying under Section 34.
- **Doctrine of Kompetenz-Kompetenz:** This principle assigns to the arbitral tribunal the first and primary authority to determine questions concerning its own jurisdiction, so that judicial forums do not pre-empt the arbitral process at the threshold. Its purpose is to prevent jurisdictional objections from being used as a device to stall arbitration, with judicial scrutiny deferred to the post-award stage.
- **Doctrine of Separability of the Arbitration Clause:** An arbitration clause embedded in a contract is treated as an agreement distinct from the substantive terms in which it is contained, and it survives the invalidity, termination or frustration of the main contract. This autonomy ensures that a challenge to the underlying contract does not automatically destroy the forum agreed upon for resolving that very challenge.
- **Section 5 of the Act and the Policy of Minimal Judicial Intervention:** Section 5 opens with a non obstante clause and provides that in matters governed by Part I no judicial authority shall intervene except where so provided in the Act. It embodies the legislative adoption of the UNCITRAL Model Law

- and its object of expeditious dispute resolution, so intervention outside the statutory openings is treated as an exception rather than the norm.
- **Section 34 of the Act as the Designated Remedy:** An arbitral award may be set aside on the limited grounds enumerated in Section 34, including incapacity of a party, invalidity of the agreement, want of proper notice, an award beyond the scope of submission, irregularity in the composition or procedure, non-arbitrability of the subject matter, and conflict with the public policy of India. Interlocutory orders of the Tribunal, including the rejection of a jurisdictional plea, merge into the final award and are challengeable at that stage.
- **Section 37 and the Limited Right of Appeal:** Section 37 makes only specified orders appealable, including refusal to refer parties to arbitration, orders on interim measures, and the setting aside or refusal to set aside an award, and notably an order accepting a plea under Section 16(2) or (3). The deliberate omission of an appeal against rejection of such a plea confirms that the legislature intended the arbitration to continue to an award before that question is judicially reviewed.
- **Section 8 of the Act and Reference by a Judicial Authority:** Where an action is brought in a matter that is the subject of an arbitration agreement, the judicial authority must refer the parties to arbitration if a party so applies not later than the date of submitting the first statement on the substance of the dispute, unless it finds prima facie that no valid agreement exists. The examination at this stage is confined to a prima facie view on existence, leaving deeper questions of who is bound to the Tribunal.
- **Article 227 of the Constitution of India, 1950:** Article 227 vests every High Court with superintendence over all courts and tribunals within its territorial jurisdiction, including the power to call for returns, frame rules and forms regulating practice and proceedings, and settle tables of fees, subject to the proviso requiring consistency with existing law and the previous approval of the Governor, and with an express exclusion for courts constituted under any law relating to the Armed Forces. The jurisdiction is supervisory rather than appellate and is exercised to keep subordinate forums within the bounds of their authority, not to correct every error of fact or law.
- **Patent Lack of Inherent Jurisdiction as the Threshold for Interference:** Supervisory interference during pending arbitral proceedings is confined to orders so perverse that the only possible conclusion is a patent lack of inherent jurisdiction, a defect requiring no argument because it must stare one in the face. A High Court entertaining such a petition is expected to record a prima facie finding of that defect after hearing the rival parties, and otherwise to dismiss the petition promptly.

Practice Questions

1. During arbitration between Aarav Infra Ltd. and Narmada Projects Ltd., Aarav objects in its statement of defence that the tribunal lacks jurisdiction because no binding arbitration agreement exists. The tribunal rejects the plea and decides to continue with the proceedings. Aarav immediately approaches the High Court seeking ordinary judicial review of that rejection. Which proposition correctly states the legal position?
(a) Aarav may immediately challenge the rejection because every decision on arbitral jurisdiction becomes independently reviewable before the final award is rendered.
(b) Aarav may immediately appeal because Section 37 treats acceptance and rejection of jurisdictional objections as equally appealable arbitral orders.
(c) Aarav must ordinarily await the final award and raise the rejected jurisdictional objection through the statutory challenge available under Section 34.
(d) Aarav must abandon the objection because rejection under Section 16 conclusively determines jurisdiction and cannot later be questioned before any judicial forum.

2. Meera Exports and Vardhan Traders enter into a supply contract containing an arbitration clause. Meera later alleges that the entire contract is void because its formation was legally defective and argues that the arbitration clause necessarily falls with it. Vardhan seeks arbitration of that very dispute. Which proposition correctly governs the issue?
(a) The arbitration clause may survive independently because invalidity of the substantive contract does not by itself invalidate the separate arbitration agreement.
(b) The arbitration clause necessarily fails because every defect affecting formation of the main contract automatically destroys every procedural clause contained within it.
(c) The arbitration clause survives only if both parties execute a fresh arbitration agreement after the substantive contract is declared legally invalid.
(d) The arbitration clause becomes unenforceable whenever the challenge concerns contract formation because separability applies only after valid contractual performance has begun.

3. Consider the following statements regarding appeals under Section 37 of the Arbitration and Conciliation Act, 1996:
i. Section 37 permits appeals only from categories of orders specifically identified by the statute.
ii. An order refusing to refer parties to arbitration may fall within the appealable categories recognised by Section 37.
iii. Rejection of a jurisdictional plea under Section 16 is immediately appealable in the same manner as acceptance of that plea.
iv. The omission of an appeal against rejection of a jurisdictional plea reflects an intention that arbitration ordinarily continue until an award.
Which of the following statements are correct?
(a) Statements i, ii and iii only
(b) Statements i, iii and iv only
(c) Statements ii, iii and iv only

(d) Statements i, ii and iv only

4. An arbitral tribunal passes an interlocutory order that one party considers legally erroneous. That party invokes Article 227 before the High Court, but the order does not reveal any obvious absence of jurisdiction and its alleged defects require detailed legal argument. Which proposition most accurately states the High Court's proper approach?
(a) The High Court should reassess the order on merits because Article 227 permits correction of every legal or factual error committed by arbitral tribunals.
(b) The High Court should ordinarily decline interference because pending arbitration warrants supervision only where patent lack of inherent jurisdiction is plainly demonstrated.
(c) The High Court should stay the arbitration whenever a jurisdictional argument is raised because supervisory power operates independently of statutory limits on intervention.
(d) The High Court should convert the petition into an appeal because Article 227 supplies a general appellate remedy against interlocutory arbitral determinations.

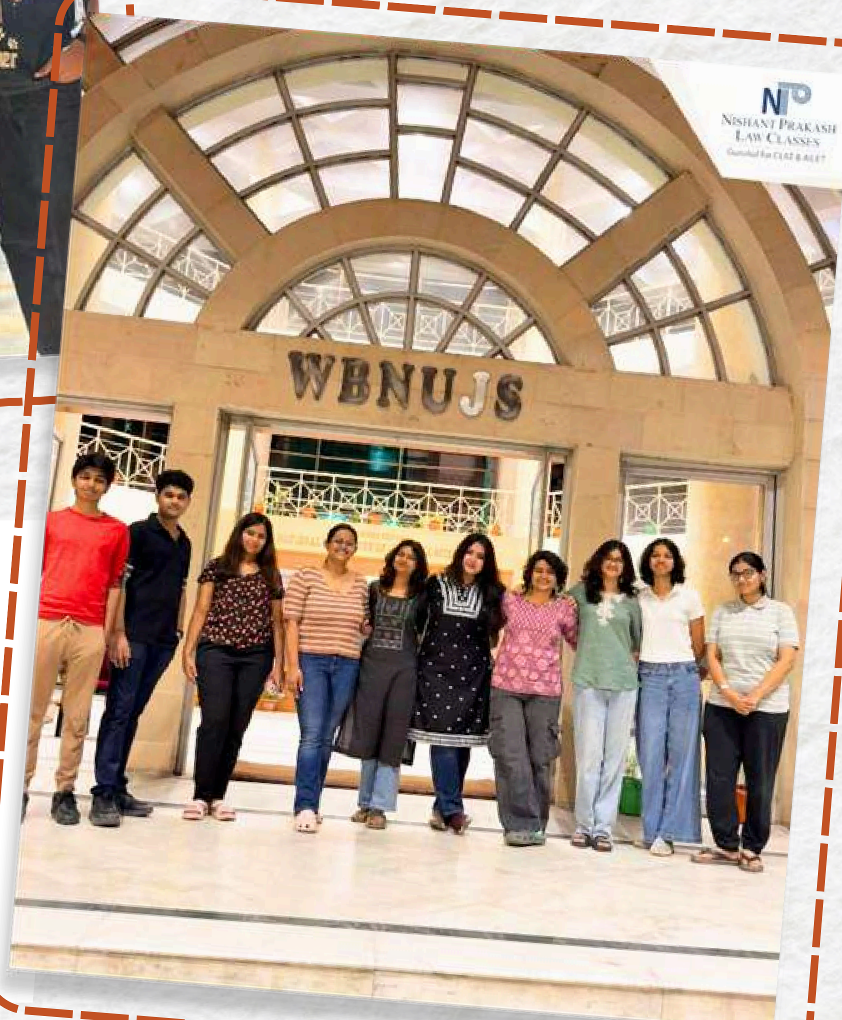
5. Under which provision of the Arbitration and Conciliation Act, 1996 may a party seek setting aside of an arbitral award on the statutorily specified grounds?
(a) Section 16
(b) Section 37
(c) Section 34
(d) Section 8

Their Next Chapter

NLSIU - Bengaluru

(Left to Right)

Dainik Agarwala
Daksh Balakrishnan
Dhruv Kamath
Aditya Ankhad

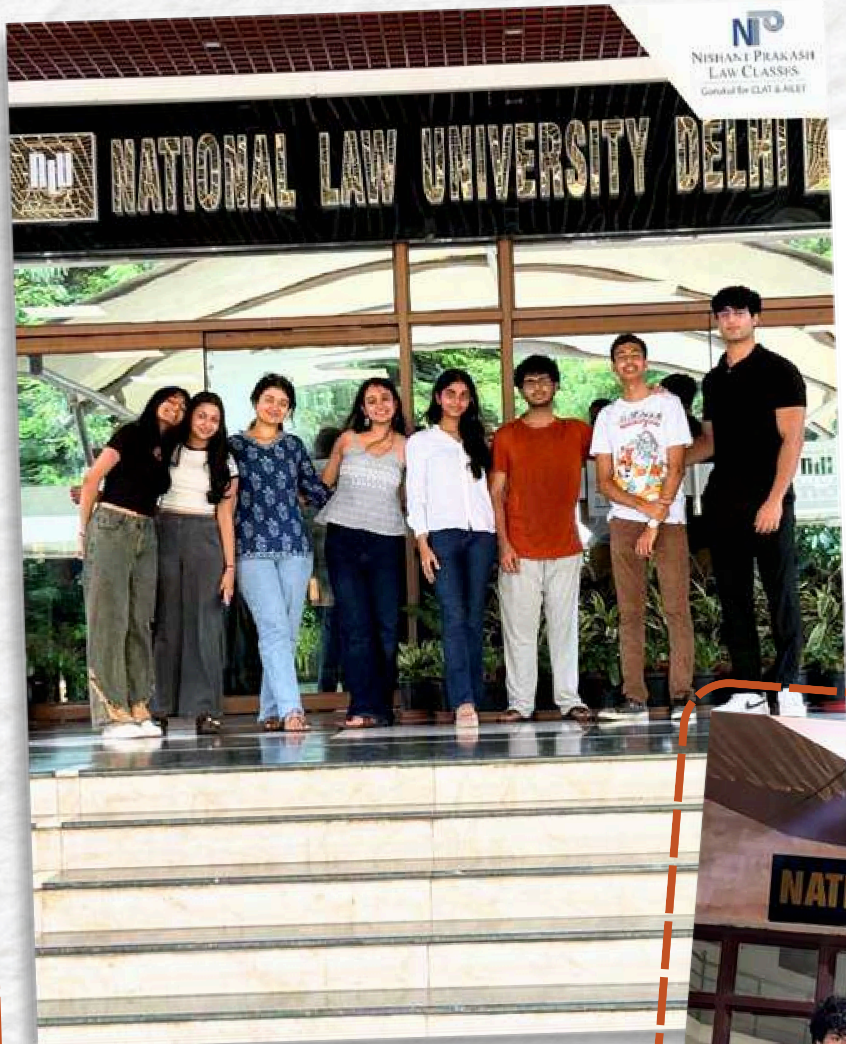


WBNUJS - Kolkata

(Left to Right)

Reyhaan Aryan, Shashwat Singh, Aanya Arora, Shivakshi Dixit, Dhara Mittal, Vaishali Bhatra, Labonyo Banerjee, Yutika Kumar, Janani Murugan, Megha Malhotra

Their Next Chapter



NLU - Delhi

(Left to Right)
Ananya Prakash, Amoolya Kapani, Vidisha Singh, Goohika Joshi, Masirah Hussain, Krish Walia, Chaitanya Ghosh, Aditya Mehta

NLU - Jodhpur

(Left to Right)

Vivaan Mehta
Khushi Gaur
Maahi Yadav
Shefali Talwar
Kaushtubh Anand

10 Rectification Deed Cannot Change Property Identity Without Transferor's Consent

Background

- Property measuring 1 acre and 18¼ guntas in Survey No. 1/4 originally belonged to Thimmadasappa, the father of the appellants, who conveyed it by registered sale deed dated 17 May 1971 to defendant no. 3, who in turn conveyed it to defendant no. 4 by sale deed dated 24 March 1972, and defendant no. 4 sold it to the plaintiff by sale deed dated 31 May 1973, all three deeds describing the property as Survey No. 1/4.
- Separately, Survey No. 162, also measuring 1 acre and 18¼ guntas and originally belonging to the Temple of Lord Desha Narayanaswamy, was re-granted to Thimmadasappa by order dated 5 August 1982 upon abolition of the Inam, the appellants asserting that their father had until then been merely the custodian of that land.
- On 13 March 1997, a rectification deed was executed between defendant no. 4 and the plaintiff in respect of the third sale deed, purporting to correct the survey number from 1/4 to 162, Thimmadasappa the original executant being no party to that instrument.
- On 17 October 2005, Thimmadasappa executed a registered partition deed dividing Survey No. 162 between the appellants, whereupon the plaintiff instituted a suit in 2007 seeking a declaration that the partition deed was not binding, a declaration of absolute ownership and lawful possession of the suit schedule property described by boundaries, and a permanent injunction.
- The trial court dismissed the suit, holding that the

Case Details

Case Title: Venkatesha and Anr. v. K.M. Venkatamuniyappa (D) Thr. LRs. & Ors.

Citation: Civil Appeal arising out of SLP (C) No. 23330 of 2023 | 2026 INSC 705

Bench: Justice Dipankar Datta and Justice Vipul M. Pancholi

Issue Before the Court

- Whether the first appellate court was justified in reversing the reasoned findings of the trial court despite the admitted position that the subject matter of all three sale deeds was Survey No. 1/4 and not Survey No. 162.
- Whether the suit could be decreed on a conjectural comparison of boundaries in the absence of any pleading that the two survey numbers denoted the same property or that the boundaries stood interchanged.
- Whether a rectification deed executed without the participation or consent of the original

plaintiff had established neither ownership nor possession nor the identity of the two survey numbers, and relied on the plaintiff's admission in cross-examination that the two survey numbers referred to distinct properties.

- The first appellate court reversed the decree by comparing the boundaries in the first sale deed with those in the partition deed and holding them identical, and the High Court of Karnataka, in second appeal, dismissed the appeal and affirmed that the two survey numbers denoted the same property, prompting the appellants to approach the Supreme Court.

- transferor could alter the identity of the property earlier conveyed.
- Whether the High Court was justified in declining interference with the first appellate decree in exercise of its jurisdiction under Section 100 of the Code of Civil Procedure, 1908.

Judgement of the Court

- The Court noted at the outset that all three sale deeds were consistent in describing the property conveyed as Survey No. 1/4, and that the plaintiff was required to plead that Survey No. 1/4 and Survey No. 162 denoted the same property, yet no such foundation was laid in the plaint, nor was it pleaded that Thimmadasappa owned no property other than Survey No. 162 or that the earlier deeds suffered from a mutual mistake.
- The Bench treated as significant the plaintiff's own admission as a witness that he had verified the mother deeds before purchase and that the two survey numbers were totally different properties, holding that this admission militated against his case and had been discarded by the first appellate court without cogent reasons.
- The Court held that the first appellate court's reasoning rested on assumptions founded neither on pleadings nor on evidence, since a conjunctive reading of the boundaries showed material variations and the court proceeded on the footing of an interchange of the northern and southern boundaries although no amendment to that effect was ever made to the plaint.
- Reiterating settled principle, the Bench held that a decision cannot be based on grounds outside the pleadings, that the case pleaded is the case to be found, and that no amount of evidence on a plea not put forward in the pleadings can be looked into to grant relief, since granting relief the defendant had no opportunity to resist leads to miscarriage of justice.
- The Court observed that no survey records, village maps, phodi sketches or contemporaneous revenue documents were produced, no Commissioner was appointed and no expert evidence was led to establish identity, so decreeing the suit on perceived similarities in boundaries was unsustainable, and the inference that Thimmadasappa owned no property besides Survey No. 162 was plainly conjectural.
- Turning to the rectification deed, the Bench held that it cannot, in the guise of correcting an error, substitute the very subject matter of a prior conveyance without the participation of the original transferor, since what was attempted was not correction of a clerical mistake but substitution of one property by another altogether distinct property, and such unilateral alteration could not divest the appellants of rights flowing from the re-grant and partition.
- Examining Section 26 of the Specific Relief Act, 1963, the Court held that the provision embodies a limited equitable jurisdiction resting on the assumption of a common intention inaccurately recorded by reason of fraud or mutual mistake, so rectification corrects the expression of a

- concluded bargain and does not substitute one bargain for another or alter the essential subject matter of the transaction.
- The Bench emphasised that since the fulcrum of rectification is the common intention of the parties to the original transaction, the participation of the original executant is of obvious importance, and a transferee together with his successor cannot lawfully alter the subject matter of a conveyance executed by another, as that would permit derivative holders to enlarge the estate conveyed by their predecessor without his concurrence.
- Applying the maxim nemo dat quod non habet, the Court held that since Thimmadasappa never conveyed Survey No. 162, defendant no. 3 acquired no title to it, defendant no. 4 could acquire none, and consequently no title could be conveyed to the plaintiff by a rectification deed, a derivative title being incapable of outvaluing the title from which it is derived, with the result that inclusion of the property in the partition deed could not be faulted.
- On the burden of proof, the Bench held that a plaintiff seeking declaration of title must succeed on the strength of his own case and not on the perceived weakness of the defence, that title cannot rest on surmises or probabilities, and that the burden of establishing that the property described throughout as Survey No. 1/4 was in reality Survey No. 162 remained undischarged.
- The Court found the plaintiff's conduct equally relevant, noting that despite the rectification deed of 1997 no effort was made to alter the revenue entries, which stood in the name of Thimmadasappa and thereafter the appellants until the suit in 2007, and while such entries do not confer title they evidence possession, the absence of any contemporaneous assertion of right for nearly a decade being a circumstance the first appellate court failed to weigh.
- The Bench held that the High Court, instead of testing whether the first appellate court had legally dislodged the trial court's findings, re-affirmed conclusions built on conjecture, supplied fresh reasons including a new factual premise of interchanged boundaries, invoked Section 43 of the Transfer of Property Act, 1882 on its own although never pleaded or argued, and failed to deal with material admissions, rendering its findings perverse.
- Holding that the decision relied upon by the High Court was distinguishable because it rested on the foundational premise that the property earlier transferred and the property later re-granted were the same, the Court observed that with identity itself unproved the consequences flowing from Section 43 or from the law on Inam re-grants did not arise, the High Court having placed the legal cart before the factual horse.
- Concluding that the first appellate decree as affirmed by the High Court suffered from manifest errors of law and complete misappreciation of evidence, the Court allowed the appeal, set aside both judgments, restored the decree of the trial court dismissing the suit, and made no order as to costs.

Key Takeaway for CLAT Aspirant

- **Section 26 of the Specific Relief Act, 1963 and the Remedy of Rectification:** Where a contract or instrument does not express the real intention of the parties because of fraud or mutual mistake, either party may institute a suit to have the instrument rectified, and the court may direct rectification if satisfied that the parties had a real common intention that the instrument failed to record. The

- jurisdiction is equitable and narrow, correcting the expression of a concluded bargain without substituting a new bargain or altering the essential subject matter of the transaction.
- **Doctrine of Nemo Dat Quod Non Habet:** No person can convey a better title than he himself possesses, so a transferee takes only such interest as the transferor lawfully held at the time of transfer. A derivative title cannot outvalue the title from which it is derived, and no subsequent instrument executed among successors can enlarge the estate originally conveyed.
- **Privity and the Requirement of the Original Executant's Participation:** An instrument binds only those who are parties to it, and a person who neither executed nor consented to a document cannot be affected by its terms. Since rectification proceeds on the common intention of the parties to the original transaction, the concurrence of the original executant is indispensable where the correction touches the property he conveyed.
- **Section 43 of the Transfer of Property Act, 1882 and Feeding the Grant by Estoppel:** Where a person fraudulently or erroneously represents that he is authorised to transfer certain immovable property and professes to transfer it for consideration, the transfer operates on any interest the transferor may subsequently acquire, at the option of the transferee, so long as the contract of transfer subsists. The doctrine presupposes that the property transferred and the property later acquired are one and the same, so it cannot be invoked where identity itself remains unproved, and it does not affect the rights of a transferee in good faith for consideration without notice.
- **Registration Act, 1908 and the Effect of Registration on Title:** Section 17 makes registration compulsory for instruments purporting to create, declare, assign, limit or extinguish rights in immovable property of the requisite value, while Section 49 renders unregistered instruments inoperative to affect such property. Registration authenticates execution and gives notice to the world, but it neither cures a want of title in the executant nor validates a transfer of property the transferor never owned.
- **Order VII Rule 3 of the Code of Civil Procedure, 1908:** Where the subject matter of a suit is immovable property, the plaint must contain a description sufficient to identify it, and where the property can be identified by boundaries or numbers in a record of settlement or survey, such specification is sufficient. Identification by boundaries is therefore permissible, but where boundaries and survey numbers point in different directions the plaintiff must plead and prove which parcel is meant.
- **Burden of Proof in Suits for Declaration of Title:** Under Sections 101 to 103 of the Indian Evidence Act, 1872, the burden lies on the party who asserts a fact and who would fail if no evidence were given. A plaintiff seeking a declaration of title must succeed on the strength of his own title and not on the weakness of the defence, and title cannot be founded on surmise, probability or conjecture.
- **Admissions and their Evidentiary Weight:** Under Section 17 read with Sections 18 to 21 of the Indian Evidence Act, 1872, an admission is a statement suggesting an inference as to a fact in issue or relevant fact, and admissions are relevant and may be proved against the maker. A clear admission in cross-examination that goes to the substratum of a party's case cannot be brushed aside by a court without recording cogent reasons.
- **Section 100 of the Code of Civil Procedure, 1908 and Second Appeal:** A second appeal lies only where the High Court is satisfied that the case involves a substantial question of law, which must be formulated and on which alone the appeal is heard. Where the question framed is whether the first appellate court legally dislodged the trial court's findings, the High Court must confine itself to that inquiry rather than undertake an independent factual investigation or supply reasons never advanced by the parties.

Practice Questions

1. Ramesh executes a sale deed in favour of Kavita for Plot 21. Both had actually agreed upon Plot 12, but because of a common drafting mistake the deed mentions Plot 21. Kavita seeks rectification asking the court to substitute Plot 12, while producing correspondence proving their common intention before execution. Which proposition correctly states the legal position?
(a) Rectification is unavailable because a registered instrument becomes conclusive regarding the property described once execution and registration have both been established.
(b) Rectification may be granted because mutual mistake caused the instrument to misstate the parties' concluded common intention without creating any new bargain.
(c) Rectification may be granted whenever one party later prefers another property, provided the substituted parcel carries substantially equivalent commercial value overall.
(d) Rectification is unavailable unless fraud is established because mutual mistake alone cannot justify alteration of an executed conveyance affecting immovable property.

2. Arvind professes to sell Survey No. 52 to Neha for consideration, although he has no title to it. Two years later Arvind acquires Survey No. 67 from its true owner. Neha invokes Section 43 of the Transfer of Property Act and claims Survey No. 67 on the basis of the earlier sale. Which proposition correctly governs her claim?
(a) Neha may claim Survey No. 67 because any later-acquired immovable property of the transferor automatically feeds an earlier defective transfer made for consideration.
(b) Neha may claim Survey No. 67 because subsequent acquisition cures every want of title regardless of whether the property acquired matches the property transferred.
(c) Neha cannot invoke Section 43 unless Arvind intentionally committed fraud because an erroneous representation of authority is insufficient for feeding the original grant.
(d) Neha cannot claim Survey No. 67 because Section 43 requires identity between the property professed to be transferred and the interest subsequently acquired.

3. Consider the following statements regarding registration and title in immovable property:
i. Registration of a conveyance does not cure absence of title in the person executing the instrument.
ii. Section 17 of the Registration Act makes registration compulsory for specified instruments affecting rights in immovable property.
iii. Registration itself enlarges the transferor's estate where the instrument purports to convey a greater interest than he owns.
iv. Section 49 generally prevents a compulsorily registrable but unregistered instrument from affecting the immovable property concerned.
Which of the following statements are correct?
(a) Statements i, ii and iv only
(b) Statements i, ii and iii only
(c) Statements ii, iii and iv only
(d) Statements i, iii and iv only

4. With respect to the burden of proof in a suit seeking declaration of title to immovable property, which of the following correctly states the legal position?

(a) The plaintiff may succeed where the defendant's title appears weaker, even though the plaintiff independently establishes no legally sufficient source of ownership.

(b) The plaintiff may rely upon probabilities favouring ownership because declaratory relief requires comparative assessment of competing claims rather than affirmative proof of title.

(c) The plaintiff must establish title on the strength of his own evidence and cannot obtain declaration merely from defects in the defendant's case.

(d) The plaintiff need only prove possession unless the defendant establishes superior title, because possession presumptively satisfies every declaratory claim concerning ownership.

5. Which provision of the Code of Civil Procedure, 1908 requires a plaint concerning immovable property to contain a description sufficient to identify that property?

(a) Order VI Rule 2

(b) Order VII Rule 3

(c) Order VIII Rule 5

(d) Order XX Rule 6

11 Refund Clause Doesn't Bar Specific Performance

Background

- The appellant entered into an Agreement to Sell dated 22 June 2003 with the respondent, a co-owner along with his brother, for purchase of the respondent's half share in land admeasuring 12 marlas on which a factory stood, for a consideration of Rs. 12,50,000, of which Rs. 9,00,000 was paid as earnest money, the agreement fixing 22 June 2004 for execution of the Sale Deed and providing that if the Sale Deed could not be executed for any reason the respondent would refund the earnest money.
- By a further agreement dated 21 June 2004 the date was extended by mutual consent, and by a third agreement dated 21 July 2004 the respondent acknowledged receipt of a further Rs. 60,000, extended the date to 22 January 2005 for payment of the balance consideration, and continued all other terms of the first agreement.
- The appellant attended before the Sub-Registrar on 20 January 2005 and 24 January 2005, the office having remained closed on the intervening days, but the respondent did not attend, and in 2006 the appellant instituted a suit for specific performance with an alternative prayer for recovery of earnest money and damages.
- The respondent denied execution, pleaded that the true market value far exceeded the consideration, and asserted that the documents were signed as blank papers and a cheque issued as collateral security for a separate arrangement

Case Details

Case Title: Jaspal Singh v. Ashwani Kumar

Citation: Civil Appeal Nos. 2448-2449 of 2023 | 2026 INSC 700

Bench: Justice K.V. Viswanathan and Justice Alok Aradhe

Issue Before the Court

- Whether, upon the concurrently established facts of execution, payment of earnest money and readiness and willingness, the appellant was entitled to a decree of specific performance.
- Whether a clause providing for refund of earnest money in the event the Sale Deed could not be executed operates as a bar to specific performance under Section 23 of the Specific Relief Act, 1963.
- Whether the High Court was justified in disturbing the concurrent findings of fact on the genuineness of the transaction and on the defence of fraud without recording any finding of perversity.
- Whether the sale of an undivided share in jointly owned property, and

- facilitating his travel abroad through a travel agent associated with the appellant, which the appellant had converted into an Agreement to Sell in connivance with the deed-writer and marginal witnesses.

the consensual extensions of time, could support an inference that the transaction was a sham.

- The Trial Court held that execution of the agreement and its extensions stood proved, that the respondent had accepted Rs. 9 lakh, and that the appellant was ready and willing to perform, yet declined specific performance on the ground that the agreement provided only for refund of earnest money, and decreed recovery of Rs. 9 lakh with interest, while the First Appellate Court reversed that view and decreed specific performance, in execution of which the Sale Deed was executed in 2013 and possession delivered.
- The High Court of Punjab and Haryana, in second appeal, affirmed the concurrent findings on execution, payment of earnest money, and readiness and willingness, but set aside the appellate decree on the ground that the appellant had suppressed a collateral transaction involving an encashed cheque and that the repeated extensions coupled with the absence of a specific performance clause showed the transaction was not genuine, prompting the appellant to approach the Supreme Court against that judgment and the dismissal of his review.

Judgement of the Court

- The Court noted at the outset that the High Court had itself not disturbed the concurrent findings on execution of the Agreement to Sell and its two extensions, on payment of earnest money, and on the appellant's readiness and willingness, so those findings had to be taken as conclusively established.
- On the framework of second appeal, the Bench reiterated that the First Appellate Court is the final court of fact and that the High Court cannot interfere merely because it would have reached a different conclusion on the same evidence, interference being permissible only where findings are recorded without evidence, by ignoring material evidence, or are otherwise vitiated by perversity.
- The Court held that Section 23 of the Specific Relief Act, 1963, which re-enacts in more explicit terms the principle earlier contained in the corresponding provision of the 1877 Act, permits a contract otherwise proper to be specifically enforced to be so enforced notwithstanding that a sum is named as payable on breach, unless the court is satisfied that the sum was named only to give the defaulting party an option of paying money in lieu of performance rather than to secure performance.
- Drawing on the classical exposition of the subject, the Bench explained the threefold classification of such stipulations, namely a sum by way of penalty securing performance, a sum payable as liquidated damages for breach, and a sum whose payment may be substituted for performance at the election of the payer, the contract being specifically enforceable in the first two classes and satisfied by payment only in the third.
- Applying that touchstone, the Court held that the clause in question did no more than provide that if the Sale Deed could not be executed the respondent would be bound to refund the earnest money, there being neither any language of election nor any stipulation entitling him to discharge the bargain at his option by payment in lieu of execution.
- The Bench held that the stipulation for refund records only the bare consequence flowing from

non-execution and operates as a deterrent reinforcing the obligation to perform rather than as a substitute for it, protecting the purchaser's minimum entitlement without curtailing his right to insist upon performance.

- The Court observed that the contrary construction would place a premium on the conduct of a vendor who had received a substantial part of the consideration and twice sought extensions, and would defeat rather than serve the object of Section 23, since the mere naming of a sum sounding in damages cannot by itself defeat a claim for specific performance, nor can a party in breach resist that relief merely because the agreement contains no express stipulation for it.
- Turning to the defence of fraud, the Bench noted that the respondent, who executed documents in English, examined no handwriting or document expert to show that the body of the agreement was superimposed on blank signatures, and offered no explanation for his signatures appearing on three separate documents over an extended period, his admission of signatures amounting in law to an admission of the contents.
- The Court held that the High Court, without upsetting the concurrent finding rejecting that defence, nonetheless permitted the very suspicion underlying the discarded plea to colour its assessment of the transaction, an exercise it ought not to have undertaken.
- On the suppressed cheque, the Bench held that suppression of a collateral financial dealing between parties with continuing dealings may reflect on the completeness of the plaint and the credibility of the appellant on that peripheral matter, but cannot do the work of positive proof of fraud that the respondent himself failed to discharge, particularly where the cheque corresponded neither in quantum nor in time to the structured terms of the arrangement pleaded, and where the appellant's explanation of it as a loan remained unrebutted.
- The Court held that the subject matter being an undivided half share in jointly owned property could support no inference of want of genuineness, since a co-owner's undivided share is a valid and marketable subject of transfer and an agreement to sell such a share cannot be viewed with suspicion merely because the co-sharer was not a signatory, the only consequence being that the transferee's remedy for actual enjoyment lies in a suit for partition.
- The Bench further held that the gap between the agreement and the stipulated date, and the two consensual extensions totalling barely seven months, were wholly consistent with a genuine transaction, especially as no material supported the respondent's plea of a separate arrangement relating to travel abroad.
- Holding that the findings on execution, on readiness and willingness, and on the falsity of the defence were pure findings of fact unassailable in second appeal, and that the High Court had displaced them without adverting to the underlying evidence or recording any finding of perversity, the Court quashed the impugned judgment and the order in review, restored the decree of the First Appellate Court granting specific performance, and made no order as to costs.

Key Takeaway for CLAT Aspirant

- **Section 23 of the Specific Relief Act, 1963:** A contract otherwise proper to be specifically enforced may be so enforced even though a sum is named in it as payable in case of breach, unless the court is satisfied, having regard to the terms of the contract and the attending circumstances, that the sum was named only to give the party in default an option of paying money in lieu of performance.

- Payment of the named sum does not discharge the obligation to perform unless that intention is clear, and the section applies equally to a stipulation naming the sum as damages or as a penalty.
- **Section 74 of the Indian Contract Act, 1872:** Where a contract names a sum to be paid in case of breach, or contains any other stipulation by way of penalty, the aggrieved party is entitled to reasonable compensation not exceeding that sum, whether or not actual damage is proved. The provision governs the measure of monetary compensation and does not by itself convert an obligation to perform into an option to pay.
- **Readiness and Willingness under Section 16(c) of the Specific Relief Act, 1963:** A plaintiff seeking specific performance must aver and prove that he has performed, or has always been ready and willing to perform, the essential terms of the contract that are to be performed by him, other than terms whose performance the defendant has prevented or waived. Readiness relates to capacity to pay the consideration and willingness to conduct evidencing a continuing intention to complete the transaction.
- **Specific Performance after the 2018 Amendment:** Following the substitution of Section 10, specific performance is to be enforced by the court subject to the provisions of the Act, so the relief is no longer purely discretionary in the sense it once was. Section 20 as substituted deals with substituted performance, and Section 14 continues to list contracts that cannot be specifically enforced, such as those involving continuous supervision or personal qualifications.
- **Transfer of an Undivided Share by a Co-owner:** Under Section 44 of the Transfer of Property Act, 1882, a co-owner may transfer his own share or interest in joint property, and the transferee steps into the transferor's shoes to the extent of that share. The transferee's remedy for exclusive enjoyment lies in a suit for partition, and the absence of the other co-sharer as a signatory affects only the mode of enjoyment, not the validity or enforceability of the transfer.
- **Time as the Essence of a Contract under Section 55 of the Indian Contract Act, 1872:** Where a party undertakes to do a thing at a specified time and fails to do so, the contract becomes voidable at the option of the promisee only if the parties intended time to be of the essence. In contracts for the sale of immovable property time is ordinarily not of the essence, and extensions granted by mutual consent are consistent with a subsisting intention to complete the transaction.
- **Pleading and Proof of Fraud:** Fraud must be specifically pleaded with full particulars and strictly proved by the party alleging it, and it cannot be inferred from suspicion, conjecture or the mere improbability of a transaction. A defence that signatures were obtained on blank paper requires cogent proof, typically including expert evidence, and the failure to lead such proof leaves the burden undischarged.
- **Admission of Signature and its Consequence under the Indian Evidence Act, 1872:** Under Section 17 read with Section 21, an admission is relevant and may be proved against the maker, and admitting one's signature on a document ordinarily amounts in law to an admission of the facts recorded in it. Sections 67 and 68 govern proof of execution and attestation, and where the scribe and attesting witnesses depose to execution without impeachment, the instrument stands proved.
- **Section 100 of the Code of Civil Procedure, 1908 and the Finality of Facts:** A second appeal lies only on a substantial question of law, which must be formulated, and the First Appellate Court is the final court of fact. The High Court cannot reappreciate evidence or substitute its own conclusion on the same material, and interference is permissible only where the finding rests on no evidence, ignores material evidence, or is otherwise perverse, such perversity being expressly found and reasoned.

Practice Questions

1. A sale agreement between Raghav and Meera provides that if Raghav fails to execute the conveyance, he must pay ₹20 lakh as damages. Raghav later refuses performance and argues that payment of ₹20 lakh is his contractual alternative to completing the sale. Nothing in the agreement states that payment will substitute performance. Which proposition correctly states the legal position?
(a) Raghav may elect to pay damages because naming a fixed sum automatically converts every contractual duty into an alternative monetary obligation.
(b) Meera may seek specific performance because the named sum does not create an option to pay unless that intention clearly appears.
(c) Meera may claim only compensation because insertion of a damages clause necessarily excludes specific enforcement of the underlying contractual promise.
(d) Raghav may avoid performance whenever damages are quantified because Section 74 treats the stated amount as complete contractual satisfaction upon breach.

2. Ananya agrees to purchase a commercial property from Vikram for ₹2 crore. She repeatedly demands execution of the sale deed but never demonstrates access to the balance consideration and admits that she had no financing arrangement during the contractual period. She nevertheless seeks specific performance. Which proposition correctly governs her claim?
(a) Ananya succeeds because repeated demands establish both readiness and willingness regardless of whether she possessed financial capacity to complete the transaction.
(b) Ananya succeeds because willingness alone satisfies Section 16(c) whenever the seller ultimately refuses to execute the agreed conveyance in time.
(c) Ananya fails only if Vikram proves that her lack of funds caused him measurable financial prejudice during the contractual period itself.
(d) Ananya may fail because readiness concerns financial capacity, while willingness requires conduct showing a continuing intention to complete performance.

3. Consider the following statements regarding time as the essence of a contract under Section 55 of the Indian Contract Act, 1872:
i. Delay makes a contract voidable only where the parties intended time to be of the essence.
ii. In contracts concerning sale of immovable property, time is ordinarily presumed to be of the essence.
iii. Mutually agreed extensions may indicate that the parties continued to regard the underlying contract as subsisting.
iv. Mere specification of a completion date does not invariably establish that time was intended to be essential.
Which of the following statements are correct?
(a) Statements i, iii and iv only
(b) Statements i, ii and iii only
(c) Statements ii, iii and iv only

(d) Statements i, ii and iv only

4. The First Appellate Court, after considering oral and documentary evidence, reverses the trial court and records findings on readiness, execution and credibility. In second appeal, the High Court merely prefers the trial court's view on the same evidence without finding perversity, absence of evidence or disregard of material evidence. Which proposition correctly states the legal position?
(a) The High Court may substitute its factual view whenever the trial court's reasoning appears more persuasive than the First Appellate Court's assessment.
(b) The High Court may reconsider evidence freely because formulation of a substantial question of law automatically reopens every factual finding in dispute.
(c) The High Court cannot reappreciate the same evidence without identifying a substantial legal infirmity such as perversity or disregard of material evidence.
(d) The High Court must restore the trial court whenever two factual conclusions are possible because original findings receive priority over appellate findings.

5. Under which provision of the Transfer of Property Act, 1882 may a co-owner transfer his own share or interest in joint immovable property?
(a) Section 43 of the Transfer of Property Act
(b) Section 44 of the Transfer of Property Act
(c) Section 45 of the Transfer of Property Act
(d) Section 46 of the Transfer of Property Act

12 Section 68 Applies Only to Mandatorily Attested Documents, Not Registered Sale Deeds

Background

- Out of 13 cents of the suit property in Kerala, 6.5 cents originally belonged to defendant no. 3 Rajeswari and the remaining 6.5 cents came to the share of Ashok Kumar and Lalitha, both deriving title under a partition deed of 1978.
- By registered sale deed dated 19 December 1978, Rajeswari sold her 6.5 cents to one Vanajakshi, and on 31 December 1979 Vanajakshi along with Ashok Kumar and Lalitha jointly executed a registered sale deed conveying the entire 13 cents to the plaintiff.
- Rajeswari thereafter executed a fresh sale deed dated 24 January 1996 in respect of the very same 6.5 cents in favour of the appellants, who took possession and began construction, prompting the plaintiff to institute a suit for declaration of title, recovery of possession and cancellation of the 1996 sale deed.
- The appellants filed a joint written statement denying that Rajeswari had ever executed any sale deed in favour of Vanajakshi, describing that document as bogus and fabricated, and asserting uninterrupted possession and enjoyment together with mutation of revenue records, while leading neither oral nor documentary evidence at trial.
- The trial court decreed the suit after appreciating the evidence including the testimony of one of the attesting witnesses to the 1978 sale deed, declared the 1996 sale deed null and void, and directed recovery of possession and removal of the structures, whereas the First Appellate Court

Case Details

Case Title:	R. Veronica & Anr. v. Rudrayani Devaki (D) Through LRs. S. Satha Kumar & Ors.
Citation:	Civil Appeal No. 6526 of 2024 | 2026 INSC 703
Bench	Justice J.B. Pardiwala and Justice Manoj Misra

Issue Before the Court

- Whether the High Court could hear and allow a second appeal on merits without formulating any substantial question of law as required under Section 100 of the Code of Civil Procedure, 1908.
- Whether the expression "specifically denied" in the proviso to Section 68 of the Indian Evidence Act, 1872 requires denial of execution through a separate suit or proceeding instituted by the executant, rather than a denial in the written statement.
- Whether Section 68 and its proviso apply at all to a registered sale deed, and what consequence follows from the presence of marginal or attesting witnesses on such a document.

reversed that decree, disbelieving the attesting witness who happened to be the husband of the deceased Vanajakshi and holding that the Commissioner had failed to identify the suit properties correctly.

- The High Court of Kerala, by judgment dated 11 July 2018 in second appeal, restored the trial court's decree by holding that the proviso to Section 68 of the Indian Evidence Act, 1872 was not attracted because the executant had not specifically denied execution in a suit or proceeding brought by her, and did so without formulating any substantial question of law, which led the defendants to approach the Supreme Court.

Judgement of the Court

- The Court set out the scheme of Section 100 read with Order XLII Rule 2 of the Code, noting that the memorandum must precisely state the substantial question of law, that the High Court must satisfy itself of its existence and formulate it, and that the appeal is then heard on the question so formulated with liberty to the respondent to argue that no such question arises.
- The Bench reiterated that a substantial question means one of substance, essential, real, of sound worth and considerable, as distinguished from a technical, inconsequential or merely academic question, and that unlike other provisions the legislature has not required it to be of general importance.
- The Court emphasised that a second appeal cannot be decided on equitable grounds, that concurrent findings of fact however erroneous cannot be disturbed, and that the conditions in the section must be strictly fulfilled since no court may add to or enlarge those grounds.
- Holding formulation to be mandatory, the Bench observed that where no substantial question of law is formulated but the second appeal is nevertheless decided, the judgment stands vitiated in law, and mere reference to grounds in the memorandum cannot satisfy the statutory mandate.
- On the record, the Court found that although the plaintiff had proposed questions in the memorandum, the impugned judgment neither incorporated any formulated question nor answered any, yet proceeded to set aside the first appellate decree and restore the trial court's decree, rendering the judgment unsustainable.
- The Bench observed that once the High Court decides to hear a second appeal on merits it is mandatory to incorporate the substantial questions of law in the judgment and to answer them accordingly, whether the matter is admitted by a separate order or taken up finally at the notice stage.
- Although the first question sufficed to dispose of the appeal, the Court considered it necessary to correct two egregious errors in the impugned judgment so that subordinate courts would not be misled by the exposition of the proviso to Section 68.
- The Bench held that the High Court had no reason to look into Section 68 at all, since that provision as a whole has no application to a registered sale deed, and that the High Court ought instead to have concentrated on the grounds that weighed with the First Appellate Court.
- Examining Section 54 of the Transfer of Property Act, 1882, the Court noted that a sale of tangible immovable property of the value of one hundred rupees and upwards can be made only by a registered instrument, but that the law nowhere requires such an instrument to be attested, so the special mode of proof in Section 68 is not attracted.
- The Court held that even where marginal witnesses have signed a sale deed, the document does

not thereby become one required by law to be attested, so no occasion arises to examine an attesting witness or to invoke the proviso, contrasting this with instruments such as gift deeds, mortgage deeds and settlement deeds where attestation is compulsory.

- On the interpretation of provisos, the Bench reiterated that a proviso qualifies the generality of the main enactment by carving out an exception, that it is not a separate or independent enactment, that its words depend on the principal enacting words to which they are tacked, and that it cannot expand or limit the ambit of a clear main provision.
- Applying that rule, the Court held that since Section 68 opens with the words "if a document is required by law to be attested," the proviso cannot create an independent rule of specific denial for all attested documents and is confined to documents requiring mandatory attestation, so a sale deed falls outside it, and it clarified that in the case of a will an attesting witness must be examined irrespective of denial.
- Setting aside the impugned judgment, the Court remitted the matter for de novo hearing of the second appeal after formulating substantial questions of law and affording an opportunity to all parties, requested disposal within three months of receipt of the writ, directed the High Court to report the disposal, and ordered the Registry to forward a copy of the judgment to all High Courts.

Key Takeaway for CLAT Aspirant

- **Section 68 of the Indian Evidence Act, 1872 and Section 67 of the Bharatiya Sakshya Adhiniyam, 2023:** Where a document is required by law to be attested, it cannot be used as evidence until at least one attesting witness has been called to prove its execution, provided such a witness is alive, subject to the process of the court and capable of giving evidence. The proviso dispenses with this requirement for any document other than a will that has been registered under the Registration Act, 1908, unless execution by the purported executant is specifically denied, and the corresponding provision under the new law is Section 67 of the Bharatiya Sakshya Adhiniyam, 2023.
- **Distinction Between Attestation and Registration:** Attestation is the act of witnessing execution by persons who have seen the executant sign or received his acknowledgement, while registration is the recording of an instrument by a public officer to give it authenticity and public notice. The two serve different purposes, so the presence of marginal witnesses on an instrument that the law does not require to be attested does not convert it into an attested document for the purpose of the special mode of proof.
- **Section 54 of the Transfer of Property Act, 1882:** Sale is defined as a transfer of ownership in exchange for a price paid or promised, or part paid and part promised, and in the case of tangible immovable property of the value of one hundred rupees and upwards, or of a reversion or other intangible thing, it can be made only by a registered instrument. The provision prescribes registration but imposes no requirement of attestation, which is why a sale deed lies outside the class of compulsorily attested documents.
- **Instruments Requiring Compulsory Attestation:** Section 123 of the Transfer of Property Act requires a gift of immovable property to be effected by a registered instrument attested by at least two witnesses, and Section 59 imposes a similar requirement for a mortgage other than by deposit of title deeds. Section 63 of the Indian Succession Act, 1925 requires a will to be attested by two or more witnesses, and in the case of a will an attesting witness must be examined regardless of whether

- execution has been denied.
- **Rules of Interpretation Governing a Proviso:** A proviso qualifies the generality of the main enactment by carving out an exception and taking out of it something that would otherwise fall within its terms. It is not a separate or independent enactment, its words being dependent on the principal enacting words to which they are attached, and it cannot travel beyond, expand or nullify the provision to which it stands as a proviso.
- **Harmonious Construction of a Section with its Proviso:** The sound course is to read the enacting clause, any saving clause and the proviso together so that each throws light on the other and a harmonious meaning emerges. Where the main provision is clear and unambiguous on a plain and fair construction, the proviso can have no repercussion so as to exclude by implication what clearly falls within the express terms of the main provision.
- **Section 100 of the Code of Civil Procedure, 1908 and Order XLII Rule 2:** An appeal lies to the High Court from every appellate decree only if the case involves a substantial question of law, the memorandum must precisely state that question, the High Court must formulate it if satisfied of its existence, and the appeal is heard on the question so formulated, subject to the proviso permitting hearing on another substantial question for reasons recorded. Order XLII Rule 2 requires formulation at the stage of ordering hearing, and a judgment rendered without formulating any such question is vitiated in law.
- **Burden of Proving Execution of a Document:** Under Sections 101 to 103 of the Indian Evidence Act, the party who asserts the existence of a fact bears the burden of proving it, so a plaintiff relying on a deed must prove its execution. Sections 67 and 69 govern proof of signature and handwriting where the special mode under Section 68 does not apply, allowing execution to be established by any admissible evidence including the testimony of the executant, the scribe or persons acquainted with the handwriting.
- **Presumptions Attaching to Registered Documents under the Registration Act, 1908:** Section 60 provides that the certificate of registration signed, sealed and dated by the registering officer is admissible to prove that the document has been duly registered and that the prescribed endorsements have occurred, while Section 114 of the Evidence Act permits a presumption that official acts have been regularly performed. Such presumptions relate to the fact of registration and the regularity of procedure, and they neither confer title nor foreclose a challenge to execution on the ground of fraud or fabrication.
- **Competing Conveyances and Priority of Title:** Where the same property is conveyed twice, the earlier transfer ordinarily prevails, since after a valid conveyance the transferor retains nothing to convey and the later instrument passes no title on the principle that no one can give what he does not have. Section 48 of the Transfer of Property Act gives effect to priority in time as between successive transferees, and Section 31 of the Specific Relief Act, 1963 enables a person against whom a written instrument is void or voidable, and who apprehends serious injury from it, to sue for its cancellation.

Practice Questions

1. Devika Sharma relies on a registered gift deed of immovable property executed in her favour. One attesting witness is alive, available and capable of giving evidence, but Devika does not examine him. The executant has not specifically denied execution. Devika argues that registration alone dispenses with examination of an attesting witness. Which proposition correctly states the legal position?
(a) The deed is admissible without an attesting witness because registration dispenses with attestation proof whenever execution remains formally undisputed by the executant.
(b) The deed is admissible without an attesting witness because every registered instrument receives the same evidentiary treatment irrespective of compulsory attestation requirements.
(c) The deed requires no attesting witness because the proviso to Section 68 applies equally to wills, gifts and mortgages once registration is proved.
(d) The deed ordinarily requires an attesting witness because compulsory attestation attracts Section 68 despite registration, subject only to the statutory proviso.

2. Aarav Mehta relies upon a registered sale deed for immovable property. Two persons have signed its margins as witnesses, although Section 54 of the Transfer of Property Act does not require attestation of a sale deed. The defendant argues that Aarav must examine one of those witnesses under Section 68 merely because they signed as witnesses. Which proposition correctly governs the issue?
(a) Section 68 does not apply merely because witnesses signed the deed, since a sale deed is not a document required by law to be attested.
(b) Section 68 applies because the voluntary presence of witnesses converts every registered sale deed into a legally attested document requiring special proof.
(c) Section 68 applies whenever two witnesses sign an instrument, irrespective of whether the governing substantive law mandates attestation for its validity.
(d) Section 68 does not apply only when the sale deed contains no witness signatures, because marginal signatures themselves create compulsory attestation requirements.

3. Consider the following statements regarding second appeals under Section 100 of the Code of Civil Procedure, 1908:
i. A second appeal lies only where the case involves a substantial question of law.
ii. The High Court must formulate the substantial question before hearing the appeal on merits.
iii. The High Court may decide a second appeal without framing any substantial question if the factual findings appear erroneous.
iv. Another substantial question may be heard later only for reasons recorded in accordance with the statutory proviso.
Which of the following statements are correct?
(a) Statements i, ii and iii only
(b) Statements i, iii and iv only
(c) Statements i, ii and iv only

(d) Statements ii, iii and iv only

4. With respect to interpretation of a proviso attached to a statutory provision, which of the following most accurately states the governing principle?
(a) A proviso operates independently from the main enactment and may expand its scope whenever doing so better advances the apparent legislative purpose.
(b) A proviso qualifies the main enactment by carving out an exception and ordinarily cannot enlarge or nullify the provision to which it is attached.
(c) A proviso prevails over clear enacting words whenever the two appear inconsistent, because exceptions always receive priority over the principal statutory rule.
(d) A proviso may exclude matters expressly covered by the main provision whenever such exclusion produces a more convenient or equitable statutory interpretation.

5. Which provision of the Transfer of Property Act, 1882 gives effect to priority in time between successive transfers of rights over the same immovable property?
(a) Section 46
(b) Section 47
(c) Section 49
(d) Section 48

13 Revisional Jurisdiction Cannot Correct Factual Errors

Background

- Kamla Devi filed a petition for eviction under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 against the respondent tenant on two grounds, namely non-payment of rent and bona fide requirement of the demised shop for herself and for her son Madan Mohan, the relationship of landlord and tenant being undisputed at a monthly rent of Rs. 112.50.
- The tenant responded that he had tendered the entire arrears of rent along with interest and costs in June 2003, and denied the plea of bona fide requirement as illusory on the ground that it was inconceivable that a woman of about eighty years would run a business, that another shop was being rented out by her son Adarsh Mohan, that the litigation was at his behest, and that one of the three shops constructed by the landlord was still lying vacant.
- The Rent Controller, Nabha framed eight issues and decided all but the first in favour of the landlord, holding that the requirement was genuine, that the landlord and her son possessed no other non-residential property within municipal limits, and that they had not vacated any such premises after the coming into force of the Act, and accordingly allowed the petition with costs and directed delivery of possession.
- The Appellate Authority, Patiala upheld that conclusion, reasoning that although the personal necessity of Kamla Devi did not survive her death

Case Details

Case Title:	Madan Mohan (Dead) Through LRs. v. Thakar Dass (Dead) Thr. LRs.
Citation:	Civil Appeal arising out of SLP (C) No. 12435 of 2019 | 2026 INSC 730
Bench	Justice Sanjay Karol and Justice Augustine George Masih

Issue Before the Court

- Whether the plea of bona fide requirement stood established on the pleadings and evidence, and whether the availability of another shop displaced that requirement.
- Whether the High Court, in exercise of revisional jurisdiction under Section 115 of the Code of Civil Procedure, 1908, could reverse concurrent findings of fact recorded by the Rent Controller and the Appellate Authority.
- Whether an allegation of concealment of a material fact by the landlord justified interference with those concurrent findings in revision.

during the pendency of the petition, the requirement pleaded on behalf of Madan Mohan continued to subsist and warranted no interference.

- The High Court of Punjab and Haryana, in civil revision, differed and held that Kamla Devi had denied that one of her shops was lying vacant, that in the witness box she stated that one shop was used by Adarsh Mohan for business and the other stored some garbage, that the authorities below had misread the evidence in holding that Adarsh Mohan used the third shop as a store, and that she had therefore concealed the existence of the third shop and had not approached the court with clean hands.
- Both the original landlord and her son having died during the proceedings, the appeal against the reversal of the concurrent eviction orders was prosecuted before the Supreme Court by their legal representatives, with a senior counsel appearing as amicus curiae for the tenant.

Judgement of the Court

- The Court began by recalling that rent control legislation is quintessentially social legislation enacted in the middle of the last century to protect tenants from exploitation in conditions of large scale migration to towns, rising population and scarce housing, and that while such laws interfere with freedom of contract and with the landlord's right to seek eviction under the general law, they invariably provide for balancing the conflicting interests of both sides.
- Turning to the contours of bona fide requirement, the Bench held that the existence of a landlord-tenant relationship is the first essential, and that although a landlord has the right to enjoy his own property, the law affords no refuge to arbitrary action, so a landlord cannot by virtue of that status alone show a tenant the door without due process, which is where the requirement of good faith enters.
- The Court reiterated that the intensity contemplated by the word "requires" is far higher than mere desire, and that a requirement in the sense of a felt need arising from a sincere and honest desire, as opposed to a pretence or pretext to evict, entitles a landlord to seek ejectment.
- The Bench explained that the judge of facts should place himself in the armchair of the landlord and ask whether, on the facts substantiated, the need to occupy is natural, real, sincere and honest, and that failure to substantiate the pleaded need, or material showing that the reality was otherwise, would justify denying judicial assistance to the landlord.
- The Court added that once the bona fides of the need are established by objective standards, the landlord's subjective choice among more than one available accommodation must be respected, since the court will not thrust its own wisdom upon that choice, the concept requiring a practical approach guarded against being either too liberal or too pedantic.
- Noting the settled position that the desire for possession, however honest, has a subjective element which must acquire the objective element of a need, the Bench observed that this is determined on all the relevant circumstances so that the protection afforded to a tenant is neither rendered illusory nor whittled down.
- The Court emphasised that whether a landlord's decision to seek vacation falls within bona fide requirement cannot be determined by any mathematical formula, and must be assessed on the facts of each case.
- On the facts, the Bench noted that the sole reason for the High Court's reversal was the alleged concealment of the third shop, yet both the Rent Controller and the Appellate Authority had

found as a fact that this shop was being used to store waste material, and the Court questioned what occasioned a different view in revisional jurisdiction on that very finding.

- Observing that one man's trash may be another man's treasure, the Court held that even accepting the statement as it stood, nothing turned against the landlord, since bona fide requirement had been pleaded from the outset by both Kamla Devi and Madan Mohan and concurrently upheld below, and the premises hitherto rented would now be used to run a boutique.
- On the scope of revision, the Bench reiterated that the High Court under Section 115 cannot reappreciate evidence or set aside concurrent findings by taking a different view, interference being confined to findings that are perverse or that reflect non-appreciation or non-consideration of material evidence, since the mere possibility of another view is no ground to interfere.
- The Court recalled the Constitution Bench position that revisional power cannot be equated with the power of reconsideration of all questions of fact available to a court of first appeal, and that where satisfaction as to legality is required, the examination is whether the impugned order suffers from procedural illegality or irregularity.
- The Bench further relied on the settled rule that revisional jurisdiction is restricted to illegal or irregular exercise of jurisdiction by subordinate courts, and that it is not open to the High Court to correct errors of fact or law unless they go to the root of the question of jurisdiction.
- Holding that the authorities below had passed reasoned orders well within the jurisdiction conferred upon them, the Court concluded that the impugned judgment was unsustainable on both counts, set it aside, affirmed the concurrent findings and orders of the Rent Controller and the Appellate Authority, directed the respondent to deliver vacant and peaceful possession of the demised shop within two months, and allowed the appeal without costs.

Key Takeaway for CLAT Aspirant

- **Section 115 of the Code of Civil Procedure, 1908:** The High Court may call for and examine the record of any case decided by a subordinate court in which no appeal lies, where that court has exercised a jurisdiction not vested in it by law, has failed to exercise a jurisdiction so vested, or has acted illegally or with material irregularity in the exercise of its jurisdiction. Interlocutory orders may not be varied or reversed unless the order, if made in favour of the applicant, would have finally disposed of the proceeding, a revision does not by itself stay proceedings, and the Explanation clarifies that a case decided includes an order deciding an issue in the course of a suit.
- **Scope and Object of Revisional Jurisdiction:** Revision exists to keep subordinate courts within the bounds of their authority and to enable correction of non-appealable orders through the superintending function of the High Court. The power is discretionary, may be exercised even on the court's own motion, and is not to be used except in aid of justice, its exercise being confined to jurisdictional error rather than to error of fact or law simpliciter.
- **Distinction Between Revisional and Appellate Jurisdiction:** An appeal permits reconsideration of the whole case on facts and law, whereas revision permits examination only of the manner in which jurisdiction was exercised. A revisional court cannot reappreciate evidence or substitute its own view merely because another view of the same material is possible, and satisfaction that a decision is

- according to law extends to procedural illegality or irregularity rather than to the correctness of factual conclusions.
- **Perversity as the Exception to Finality of Concurrent Findings:** Concurrent findings recorded by two forums on an appreciation of evidence are ordinarily immune from interference. The exception arises where the finding is perverse, rests on no evidence, or reflects non-consideration of material evidence on record, and such an infirmity must be identified and reasoned rather than assumed.
- **Rent Control Legislation as Social Welfare Law:** Statutes such as the East Punjab Urban Rent Restriction Act, 1949 were enacted to curb exploitation of tenants in conditions of housing scarcity, and they displace the general freedom of contract and the landlord's ordinary right of eviction. Their interpretation requires a balance between security of tenure for the tenant and the legitimate interests of the landlord, so protection is neither rendered illusory nor extended into an indefinite bar on recovery of possession.
- **Grounds of Eviction under Rent Control Statutes:** Section 13 of the 1949 Act sets out the grounds on which a tenant may be evicted, including non-payment of rent, subletting without consent, change of user, material impairment of the premises, and bona fide requirement of the landlord for personal occupation. Since the statute confers protection by restricting recovery of possession to enumerated grounds, the landlord must bring his case within one of them and prove it to the satisfaction of the Rent Controller.
- **Doctrine of Bona Fide Requirement:** The expression connotes a genuine and honest need conceived in good faith rather than a whim, fancy, pretence or pretext for evicting a tenant. The subjective desire of the landlord must acquire the objective character of a need, tested on all relevant circumstances, and the court examines the question by placing itself in the position of the landlord to ask whether the asserted need is natural, real, sincere and honest.
- **Landlord's Choice of Accommodation and Availability of Alternatives:** Once bona fide need is established by objective standards, the landlord's choice among the accommodations available to him is respected, and the court will not compel him to accept a different premises as adequate to satisfy that need. Availability of another property may negate the plea only where the statute makes it a disqualification or where it demonstrates that the asserted need is not genuine.
- **Doctrine of Clean Hands and Suppression of Material Facts:** A party seeking discretionary relief must approach the court with candour, and suppression of a material fact may disentitle him to that relief. The suppression must, however, be of a fact material to the relief claimed, and a matter already considered and concurrently decided by the fact-finding forums cannot be recast as concealment to justify interference.
- **Abatement, Legal Representatives and Survival of the Cause:** Order XXII of the Code governs the substitution of legal representatives on the death of a party and the abatement of proceedings where substitution is not sought. Where a ground of eviction is founded on the personal necessity of a landlord who dies during the proceedings, that particular necessity does not survive, but a requirement independently pleaded for another named family member continues to sustain the petition.

Practice Questions

1. A Rent Controller orders eviction after appreciating oral and documentary evidence. The appellate authority independently reassesses the same material and affirms the finding. The tenant files revision under Section 115 CPC, arguing only that another interpretation of the evidence is more convincing. No jurisdictional defect, perversity or procedural illegality is shown. Which proposition correctly states the High Court's power?
(a) The High Court may reassess the evidence because revision permits reconsideration whenever two factual interpretations reasonably arise from the same record.
(b) The High Court may substitute its conclusion because concurrent factual findings lose finality once a revision challenges their evidentiary correctness.
(c) The High Court should decline interference because revision addresses jurisdictional defects rather than mere disagreement with factual appreciation by subordinate forums.
(d) The High Court should rehear the dispute because every non-appealable order becomes open to complete factual and legal reconsideration in revision.

2. Rajiv Malhotra seeks eviction of a tenant from a shop, stating that his daughter Ananya genuinely requires it to start a pharmacy. Evidence shows that Rajiv owns another shop across the city, but it is substantially smaller and unsuitable for the proposed pharmacy. The tenant argues that Rajiv must use the other premises instead. Which proposition correctly governs the dispute?
(a) The landlord's choice should ordinarily be respected once genuine need is established, unless the alternative property legally negates or disproves that need.
(b) The eviction claim necessarily fails whenever the landlord owns another property, irrespective of its suitability for the asserted personal requirement.
(c) The tenant may compel use of the alternative premises whenever another property exists, because comparative convenience controls every bona fide requirement claim.
(d) The landlord may ignore all alternative accommodation because ownership of another property can never bear upon the genuineness of personal requirement.

3. Consider the following statements regarding eviction under rent control legislation:
i. Rent control statutes restrict the landlord's ordinary freedom to recover possession from protected tenants.
ii. A landlord seeking eviction must ordinarily establish one of the statutory grounds specified for recovery of possession.
iii. Tenant protection under rent control law creates an indefinite immunity from eviction regardless of statutory grounds.
iv. Bona fide personal requirement may constitute a recognised statutory ground for eviction where the governing enactment so provides.
Which of the following statements are correct?
(a) Statements i, ii and iii only

(b) Statements ii, iii and iv only
(c) Statements i, iii and iv only
(d) Statements i, ii and iv only

4. A landlord files an eviction petition alleging two independent grounds: his own personal requirement and the separate requirement of his son Arjun, who intends to establish a business in the premises. During the proceedings, the landlord dies, but Arjun remains alive and pursues the case through substitution. Which proposition correctly states the legal position?
(a) The entire petition necessarily abates because every ground of personal requirement disappears automatically upon the death of the original landlord.
(b) The landlord's personal necessity may cease, but an independently pleaded requirement of Arjun may continue to sustain the eviction proceedings.
(c) The petition survives only if Arjun proves that he inherited exclusive ownership, because personal requirement cannot continue through any substituted legal representative.
(d) The petition automatically succeeds after substitution because death of the landlord conclusively establishes the genuineness of every previously pleaded family requirement.

5. Under Section 13 of the East Punjab Urban Rent Restriction Act, 1949, which of the following may constitute a statutory ground for eviction of a tenant?
(a) Mere expiry of the original tenancy period
(b) Mere increase in the property's market value
(c) Bona fide requirement for personal occupation
(d) Mere refusal to renegotiate contractual rent

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14 Article 142 of the Constitution of India

Background

- The marriage of the appellant wife and the respondent husband was solemnised in May 2000 at Bengaluru according to Hindu rites, a son was born to them in March 2006, and the parties began residing separately from September 2011, following which they jointly petitioned under Section 13B of the Hindu Marriage Act, 1955 for dissolution by mutual consent.
- A Settlement Petition dated 29 August 2015 recorded the agreed terms, and the Family Court dissolved the marriage in terms thereof on the same date, the controversy centring on Clause 8 fixing a lump sum of Rs. 2,20,00,000 towards maintenance of the minor son payable in time-bound instalments, Clause 9 requiring payment of twenty per cent of the husband's annual income towards the son's education and maintenance, and Clause 10 declaring that after payment of Rs. 1,00,00,000 the husband need not pay any further amount towards maintenance while the balance of Rs. 1,20,00,000 remained payable.
- It was undisputed that the entire sum under Clause 8 stood paid, the last instalment having been made on 28 July 2017, and the High Court noticed that a total of over Rs. 2.53 crore had been paid towards maintenance of the son, apart from a residential property at J.P. Nagar conveyed to the wife by registered release deed in 2016.
- Nearly five years after the final payment, on 9 March 2022, the wife instituted an execution petition before the Family Court under Section 36 read with Order XXI Rule 10 of the Code of Civil Procedure, 1908 and Section 28A of the Hindu Marriage Act, 1955, seeking enforcement of Clause 9 with interest and coercive steps in aid of recovery.

Case Details

Case Title: Vijayalakshmi R. v. C.L. Balaji

Citation: SLP (C) No. 19770 of 2025 | 2026 LiveLaw (SC) 706

Bench Justice Sanjay Karol and Justice Augustine George Masih

Issue Before the Court

- Whether Clause 9 of the Settlement Petition constitutes an independent and continuing obligation surviving the payments made under Clauses 8 and 10, or stood satisfied and ceased to operate upon such payments.
- Whether the concurrent findings of the Family Court and the High Court warrant interference in the exercise of jurisdiction under Article 136 of the Constitution of India, 1950.
- Whether the Court should exercise its power under Article 142 of the Constitution to create a fresh corpus towards the higher education of the son notwithstanding the concluded settlement.

- The Family Court dismissed the execution petition, holding on a combined reading of the three clauses that Clause 9 became inoperative upon payment of Rs. 1,00,00,000, and drew an inference from the wife's silence between 2017 and 2022 that she was herself aware of that position, and the High Court of Karnataka affirmed this by judgment dated 7 March 2025 in the appeal filed under Section 19(1) of the Family Courts Act, 1984.
- Before the Supreme Court, the wife sought a declaration that Clause 9 was an independent and continuing obligation with remand for computation, and in the alternative invoked Article 142 of the Constitution for creation of a one-time corpus of approximately Rs. 6 crore to Rs. 6.5 crore towards the son's higher education, the Court having interacted with the son in chambers regarding his desire to study abroad and having directed an interim deposit of Rs. 1,00,00,000 which stood complied with.

Judgement of the Court

- The Court noted at the outset that the proceedings arose in execution of a decree passed in terms of a settlement, that an executing court cannot go behind the decree and must execute it as it stands without embarking on a fresh adjudication of rights, so the enquiry was confined to whether the obligation said to be unsatisfied still subsisted and not whether a larger provision ought now to be made.
- On construction, the Bench held that the language of Clause 10 is plain and unambiguous, that upon payment of Rs. 1,00,00,000 the husband need not pay any further amount towards maintenance, the expression being comprehensive and unqualified, neither confined to maintenance of a particular description nor carving out the income-linked maintenance under Clause 9.
- The Court held that a combined reading of the three clauses discloses a single interlocking arrangement rather than three independent obligations, Clause 8 fixing the total quantum, Clause 9 providing an interim income-linked mechanism to secure maintenance while the lump sum was being paid in instalments, and Clause 10 identifying the point of discharge.
- Rejecting the submission that this reading reduced Clause 9 to surplusage, the Bench observed that it was rather the construction urged by the wife, of a permanent obligation wholly independent of the lump sum, which would denude Clause 10 of all content, and that a construction rendering an express clause otiose must be eschewed in favour of one giving effect to the instrument as a whole.
- The Court found the antecedent history fortifying this construction, since the original joint application of 2013 contemplated a purely periodic income-linked arrangement without any lump sum, whereas the 2015 Settlement Petition substituted a defined capital sum with an express discharge, showing a conscious movement from an open-ended structure to a capital settlement designed to achieve finality.
- On conduct, the Bench noted that no demand for the income-linked component was raised for nearly five years after the final instalment, which was difficult to explain given the wife's own contemporaneous communication promptly demanding a far smaller pending sum, and that the registered release deed and no-objection letter of 2021 and her affidavit of 2023 acknowledging receipt without reservation all pointed the same way.
- The Court clarified that the plea founded on the twelve year period under Article 136 of the Limitation Act, 1963 did not assist the wife, since neither court below had dismissed the claim as barred by limitation and the delay was noticed only as a circumstance illuminating the common understanding of the parties, the question being one of construction and discharge.

- The Bench held that the dispute whether the periodical payments represented compliance with Clause 9 or a pre-existing monthly arrangement did not survive the construction adopted, and that it was equally unnecessary to examine the pleas of estoppel, waiver, acquiescence and motive urged by the husband.
- Distinguishing the rule that an earlier clause prevails over a later one, the Court held that the rule applies only where two clauses are so repugnant that they cannot be reconciled, whereas Clause 10 neither contradicts nor derogates from Clause 9 but merely marks the point at which the interim obligation ends, so the clauses admit of a harmonious reading.
- On the authorities concerning a father's obligation to maintain a dependent child pursuing studies, the Bench held that the execution petition sought enforcement of a specific covenant of a concluded consent decree, and that a general obligation to maintain cannot be invoked in execution to revive a discharged term or to substitute a fresh and larger provision, since the general principle cannot become a vehicle for rewriting a settlement the parties themselves made and acted upon.
- On the scope of Article 136, the Court reiterated that it does not reappreciate material or disturb concurrent findings merely because a different view is possible, interference being warranted only where findings are perverse or founded on a manifest error or misreading of the record, and it held the construction adopted below to be not merely plausible but correct.
- As a necessary corollary, the Bench declined the prayer under Article 142, holding that such a direction would in substance amount to recasting a settlement that stands performed and discharged and undertaking a fresh determination of quantum in execution, and that the jurisdiction under Article 142, wide as it is, cannot be employed to supplant the concluded and acted upon terms of a consensual arrangement.
- Recording that the husband had deposited Rs. 1,00,00,000 in the son's account pursuant to the interim order and had expressly relinquished any right to seek its return, the Court accepted that submission as referable to his own volition rather than to any subsisting liability, directed that the sum remain available for the son's higher education with the wife ensuring its utilisation solely for that purpose, and dismissed the appeal without costs.

Key Takeaways for CLAT Aspirants

- **Article 142 of the Constitution of India, 1950:** Article 142(1) empowers the Supreme Court to pass such decree or order as is necessary for doing complete justice in any cause or matter pending before it, such orders being enforceable throughout India in the manner prescribed by Parliament or, until then, by the President, while Article 142(2) confers powers regarding attendance of persons, discovery or production of documents and punishment for contempt. The power is inherent, plenary and supplementary to statutory powers, but it is a residual source drawn upon to secure due process and justice between parties, not a licence to displace what the parties have themselves concluded and performed.
- **Limits on the Exercise of Power under Article 142:** Although limitations in ordinary law do not ipso facto restrict this jurisdiction, the Court cannot pass an order plainly inconsistent with a constitutional provision, and the power is exercised to supplement rather than supplant existing rights. It cannot be used to reopen a concluded and acted upon consensual arrangement or to make, in execution, a fresh determination of a quantum already settled.

- **Section 13B of the Hindu Marriage Act, 1955 and Divorce by Mutual Consent:** A petition for dissolution by mutual consent may be presented jointly on the ground that the parties have been living separately for a year or more, cannot live together, and have mutually agreed to dissolve the marriage, with the decree following on a second motion made after the statutory interval and after the court is satisfied of the averments. Terms of maintenance, custody and property recorded in an accompanying settlement merge into the decree and become enforceable as part of it.
- **Section 28A of the Hindu Marriage Act, 1955 and Execution of Decrees:** Decrees and orders made by a court in proceedings under the Act are enforceable in the same manner as decrees and orders made in the exercise of its original civil jurisdiction. This assimilates matrimonial decrees, including consent decrees, to the general execution machinery of the Code of Civil Procedure, 1908.
- **Executing Court Cannot Go Behind the Decree:** The executing court must take the decree as it stands and cannot question its correctness, reopen the adjudication, or grant relief different from or larger than what the decree awards. Its enquiry is confined to whether the obligation sought to be enforced subsists and remains executable, the sole recognised exception being a decree that is a nullity for inherent lack of jurisdiction.
- **Consent Decrees and their Contractual Character:** A consent decree records te agreement of the parties clothed with the authority of the court and binds them by estoppel, its terms being construed according to the ordinary rules governing contracts. Since it embodies a bargain rather than an adjudication on merits, a court cannot vary its terms in execution or substitute a provision the parties never agreed upon.
- **Harmonious Construction of Instruments and the Rule Against Surplusage:** An instrument must be read as a whole so that every clause is given effect, and an interpretation rendering an express clause otiose is to be avoided in favour of one that reconciles all its parts. The rule that an earlier clause prevails over a later applies only where two clauses are irreconcilably repugnant, and it has no application where one clause merely marks the terminal point of an obligation created by another.
- **Doctrines of Waiver, Estoppel, Acquiescence and Laches:** Waiver is the intentional relinquishment of a known right, estoppel prevents a party from resiling from a position on which another has acted to his detriment, acquiescence is inferred from assent to a state of affairs over time, and laches denotes unexplained delay causing prejudice. These equitable doctrines operate on conduct and are distinct from statutory limitation, which fixes an outer period for instituting proceedings.
- **Article 136 of the Limitation Act, 1963:** The period for execution of any decree, other than a decree granting a mandatory injunction, or order of a civil court is twelve years from the date the decree becomes enforceable, or where it directs payment at a stated date or in recurring periods, from the date default occurs. Compliance with this period keeps the execution petition maintainable but says nothing about whether the obligation sought to be executed still subsists on a true construction of the decree.
- **Article 136 of the Constitution of India, 1950 and Concurrent Findings:** Article 136 confers a discretionary and extraordinary power to grant special leave against any judgment or order of any court or tribunal, exercised sparingly rather than as a regular right of appeal. Concurrent findings reached on the same material are not disturbed merely because a different view is possible, interference being confined to findings that are perverse or founded on manifest error or misreading of the record.
- **Maintenance of Children and Section 20 of the Hindu Adoptions and Maintenance Act, 1956:** A Hindu is bound to maintain his legitimate and illegitimate children during their minority, and an unmarried daughter so long as she is unable to maintain herself, while Section 125 of the Code of Criminal Procedure, 1973 and Section 144 of the Bharatiya Nagarik Suraksha Sanhita, 2023 provide a summary remedy for those unable to maintain themselves. Such a general statutory obligation is enforced through appropriate substantive proceedings and cannot be invoked in execution to revive a covenant that has been discharged.

Practice Questions

1. Rohan Mehta and Kavya Mehta obtain a consent decree incorporating a matrimonial settlement that fixes permanent alimony at ₹75 lakh. Kavya receives the entire amount and the settlement is fully acted upon. She later asks the Supreme Court to invoke Article 142 and enhance the alimony during execution solely because the agreed amount now appears inadequate. Which proposition correctly states the legal position?
(a) The Court may reassess the alimony because Article 142 authorises modification of every consensual settlement whenever subsequent circumstances make the bargain financially unequal.
(b) The Court cannot ordinarily reopen the settled quantum because Article 142 supplements justice but does not replace a concluded and performed consensual arrangement.
(c) The Court may enhance the alimony because complete justice permits substitution of a judicially preferred amount for any earlier consensual matrimonial settlement.
(d) The Court must reconsider the alimony because Article 142 automatically overrides contractual finality whenever enforcement of a consent decree reaches the Supreme Court.

2. Arjun Rao and Neha Rao jointly obtain divorce by mutual consent under Section 13B of the Hindu Marriage Act, 1955. Their settlement, expressly incorporated into the decree, requires Arjun to transfer a specified apartment to Neha. Arjun later refuses, arguing that the property clause was merely contractual and cannot be enforced as part of the matrimonial decree. Which proposition correctly governs the dispute?
(a) The property term remains merely contractual because Section 13B permits dissolution of marriage but excludes enforcement of accompanying financial or proprietary arrangements.
(b) The property term requires a separate civil suit because matrimonial courts cannot enforce any settlement obligation extending beyond dissolution of marital status.
(c) The property term becomes unenforceable after divorce because merger into the decree extinguishes rather than preserves the contractual obligation between spouses.
(d) The property term is enforceable as part of the decree because settlement terms on property may merge into the mutual-consent divorce decree.

3. Consider the following statements regarding execution of matrimonial decrees under Section 28A of the Hindu Marriage Act, 1955:
i. Decrees under the Hindu Marriage Act are enforceable in the same manner as decrees made in original civil jurisdiction.
ii. Section 28A creates a wholly separate matrimonial execution procedure excluding the general machinery of civil courts.
iii. Consent decrees passed under the Hindu Marriage Act may also be subjected to the ordinary machinery applicable to civil decree execution.
iv. Section 28A assimilates matrimonial decrees to ordinary civil decrees for purposes of their enforcement.
Which of the following statements are correct?
(a) Statements i, iii and iv only

(b) Statements i, ii and iii only
(c) Statements ii, iii and iv only
(d) Statements i, ii and iv only

4. With respect to execution under Article 136 of the Limitation Act, 1963, which of the following most accurately states the legal position where an execution petition is filed within twelve years but the decree-holder seeks enforcement of an obligation allegedly already discharged under the decree?
(a) The execution must proceed because filing within twelve years conclusively establishes both maintainability and the continuing substantive existence of every decretal obligation.
(b) Timely filing satisfies limitation, but the executing court must still determine whether the particular obligation sought to be enforced continues to subsist.
(c) Timely filing revives every discharged obligation because Article 136 creates a fresh substantive right whenever execution is commenced within the prescribed period.
(d) The execution must fail because Article 136 applies only where every obligation under the decree remains entirely unperformed throughout the limitation period.

5. Under Section 20 of the Hindu Adoptions and Maintenance Act, 1956, which child may remain entitled to maintenance beyond minority so long as she is unable to maintain herself?
(a) A married daughter unable to maintain herself
(b) An unmarried daughter unable to maintain herself
(c) A married son unable to maintain himself
(d) An adult son unable to maintain himself

15 NCSC Has No Adjudicatory Role

Background

- Respondent no. 3, a member of a Scheduled Caste, was employed by the appellant as a typist cum computer clerk in July 1997 and was thereafter promoted to Stenographer Grade-I under the Office Memorandum dated 21 January 2002, which had withdrawn the earlier Office Memorandum dated 30 January 1997 and had conferred consequential seniority on Scheduled Caste and Scheduled Tribe employees promoted by virtue of the rule of reservation.
- The 2002 Office Memorandum was challenged before the High Court of Judicature at Bombay by an association of non-Scheduled Caste employees, and by order dated 30 November 2016 the challenge succeeded and the memorandum was quashed, a Special Leave Petition against that judgment remaining pending and not being in issue in the present appeal.
- To implement that judgment, the appellant issued a circular dated 27 December 2018 resetting seniority and directing that no promotions be granted to Scheduled Caste and Scheduled Tribe employees except in accordance with the 1997 Office Memorandum, and that promotions not conforming to the governing law be revisited, and a challenge to that circular by another employees' association was dismissed by the High Court in August 2019.
- Pursuant to the circular, respondent no. 3 was among nine stenographers identified for review, was issued a show cause notice in March 2020, and after an opportunity of hearing was demoted by order dated 11 September 2020, notionally from Grade I to Grade II for the period from April 2007 to November 2016.

Case Details

Case Title:	Mumbai Port Authority v. National Commission for Scheduled Caste & Ors.
Citation:	SLP (C) No. 33359 of 2025 | 2026 LiveLaw (SC) 729 | 2026 SCC OnLine SC 1398
Bench	Justice Sanjay Karol and Justice Augustine George Masih

Issue Before the Court

- Whether the National Commission for Scheduled Castes possesses adjudicatory authority under Article 338 of the Constitution of India, 1950 to pass orders in service matters.
- Whether the directions issued by the Commission requiring implementation of promotional benefits and payment of arrears within a fixed period are mandatory or merely recommendatory.
- Whether the expression "rights and safeguards" in Article 338(5)(b) confers upon the Commission an independent power of enforcement.

- What is the true scope of the powers of a civil court conferred on the Commission by Article 338(8)

- Aggrieved by the demotion, she made a representation to the National Commission for Scheduled Castes, which after hearing both sides passed an order dated 23 October 2024 recording that severe injustice had been caused and directing strict adherence to the reservation roster guidelines, grant of promotions as per the rules of reservation, implementation of the order with payment of arrears within thirty days, forwarding of the roster for verification, and submission of an Action Taken Report within forty five days.
- The appellant's challenge to that order was dismissed by a Division Bench of the High Court, which held that the minutes of the Commission's meeting did not exceed the scope of its power under Article 338 and that the direction to pay arrears merely restated an earlier order of 2023 said to have attained finality, leading to the appeal before the Supreme Court.

Judgement of the Court

- The Court traced the constitutional evolution of the provision, noting that it originated as a draft article providing for a Special Officer who was to report to the President on the safeguards for minorities, that the office was converted into a multi-member Commission by the Sixty-fifth Amendment in 1990, split into separate Commissions for Scheduled Castes and Scheduled Tribes by the Eighty-ninth Amendment in 2003, and supplemented by a Commission for Other Backward Classes through the One Hundred and Second Amendment in 2018.
- Examining the duties enumerated in Article 338(5), the Bench observed that the Commission is to investigate and monitor safeguards and evaluate their working, inquire into specific complaints of deprivation of rights and safeguards, participate and advise on the planning process, present reports to the President, and make recommendations as to the measures the Union or a State should take for effective implementation.
- The Court held that the Division Bench had erred, since the legislature was categorical in the powers of a civil court extended to the Commission, and the use of the word "namely" followed by an enumeration indicates the limited scope of what has been conferred.
- The Bench held that while the Commission has power to requisition documents and receive evidence, it has no power to make an order in furtherance of that evidence, so it may record a factual finding and thereafter call upon the Central or the State Government to act upon it.
- Rejecting the submission that "safeguards" constitutes an enforcement limb of sub-article (5), the Court held that the explicit language confers no adjudicatory power and is at best recommendatory, the power being to inquire into deprivation of rights and safeguards, and the conjunctive "and" indicating that the two are to be read together as a bundle.
- The Bench reasoned that sub-clauses (a) and (d) reinforce this conclusion, since the provision of safeguards is a function of the legislature while the Commission's role is to monitor whether their true intent is met on the ground, and the requirement of periodic reports to the President implies that safeguards are recommendations made to the government in furtherance of the Commission's functions.
- Relying on earlier authority, the Court reiterated that the powers of a civil court are available only while investigating a matter under sub-clause (a) or inquiring into a complaint under sub-clause (b), that all such procedural powers exist for that limited purpose alone and do not convert the Commission into a civil court, and that the power to grant temporary or permanent injunctions neither inheres in it nor can be inferred.

- The Bench further noted the settled position that the power to inquire into deprivation of rights and safeguards does not extend to determining the caste status of an individual or to issuing, revoking or validating a caste certificate, the Commission's function on receiving such a complaint being to inquire and report to the government requiring effective implementation of safeguards.
- Drawing an analogy with a State Commission for Women, the Court recalled the observation that no implied power to decide complaints can be read into a provision authorising their receipt, since such a body is not a tribunal discharging functions of a judicial character nor a court entrusted with determining the rights of parties.
- Summarising the constitutional position, the Bench held that the Commission and its counterparts under Articles 338A and 338B are constitutional bodies with a socially beneficent purpose, but the role prescribed is recommendatory and advisory and certainly not adjudicatory, as they are not meant to take over adjudicatory functions.
- Applying these principles, the Court held that the direction requiring payment of arrears within thirty days lay beyond the constitutional powers of the Commission, declared it contrary to the provisions of the Constitution and non-est in law, set aside the judgment of the High Court, and allowed the appeal.

Key Takeaways for CLAT Aspirants

- **Article 338 of the Constitution of India, 1950:** Article 338 establishes the National Commission for Scheduled Castes, composed of a Chairperson, Vice-Chairperson and three other Members appointed by the President by warrant under his hand and seal, with power to regulate its own procedure. Its duties under clause (5) are to investigate and monitor safeguards and evaluate their working, inquire into specific complaints of deprivation of rights and safeguards, advise on socio-economic planning, present reports to the President, and recommend measures for effective implementation, while clause (9) requires the Union and every State Government to consult it on all major policy matters affecting Scheduled Castes.
- **Articles 338A and 338B and the Parallel Commissions:** Article 338A provides for the National Commission for Scheduled Tribes, introduced when the composite Commission was bifurcated by the Eighty-ninth Amendment in 2003, and Article 338B provides for the National Commission for Backward Classes, introduced by the One Hundred and Second Amendment in 2018. All three share substantially identical duties and powers, so the recommendatory character of one applies equally to the others.
- **Powers of a Civil Court under Article 338(8) and the Rule of Enumeration:** The Commission enjoys the powers of a civil court trying a suit, in particular for summoning and enforcing attendance and examination on oath, requiring discovery and production of documents, receiving evidence on affidavits, requisitioning public records, and issuing commissions for examination of witnesses and documents. The word "namely" preceding the enumeration confines the grant to those specified procedural heads exercisable only while investigating or inquiring, so the power to grant injunctions or pass final relief neither inheres nor can be inferred.
- **Distinction Between Recommendatory and Adjudicatory Bodies:** A recommendatory body investigates, records findings and advises the appropriate government, whereas an adjudicatory body determines rights between parties and issues binding orders enforceable in law. Conferment of procedural powers to facilitate inquiry does not convert a body of the first kind into one of the second, and an order passed beyond the conferred authority is non-est in law.

- **Doctrine of Implied Powers and its Limits:** Powers necessary to make an express grant effective may be implied, but nothing can be implied that is inconsistent with the express language or that enlarges the character of the authority conferred. A power to receive and inquire into complaints therefore carries no implied power to adjudicate them, since a body created for monitoring cannot assume the role of a court by implication.
- **Rules of Statutory and Constitutional Interpretation:** The word "namely" ordinarily introduces an exhaustive enumeration and restricts the general words preceding it, while the conjunctive "and" links expressions that must be read together as a composite whole. Provisions of a constitutional article are read harmoniously so that each clause informs the others, and the plain and explicit language prevails over a construction that would enlarge the authority conferred.
- **Article 16(4A) and Reservation in Promotion with Consequential Seniority:** Article 16(4A) enables the State to make provision for reservation in matters of promotion, with consequential seniority, in favour of Scheduled Castes and Scheduled Tribes not adequately represented in the services under the State. Its exercise is not automatic and requires the State to collect quantifiable data showing backwardness, inadequacy of representation and the impact on administrative efficiency, subject also to the ceiling and the principle preserved by Article 335.
- **Article 335 and Efficiency of Administration:** Article 335 requires that the claims of the members of the Scheduled Castes and Scheduled Tribes be taken into consideration, consistently with the maintenance of efficiency of administration, in the making of appointments to services and posts. The proviso permits relaxation in qualifying marks or standards of evaluation for reservation in matters of promotion, so the article operates as a balancing rather than a disabling provision.
- **Office Memoranda as Executive Instructions:** Administrative instructions issued by the executive under Article 73 or Article 162 govern service conditions in the absence of statutory rules, and they bind the administration so long as they remain in force. Such instructions may be amended, withdrawn or superseded prospectively, and they are amenable to judicial review for arbitrariness or conflict with statutory rules and constitutional provisions.
- **Seniority, Reversion and Principles of Natural Justice in Service Law:** Seniority is determined by the rules or instructions in force, and where a promotion policy is judicially invalidated the administration may recast seniority and revisit promotions made under it. Since reversion carries civil consequences, it must be preceded by notice and an opportunity of hearing, and a notional reversion for a past period is distinguishable from a punitive reduction in rank attracting the protections of Article 311(2).
- **Constitutional Safeguards for Scheduled Castes:** Article 15(4) enables special provision for the advancement of socially and educationally backward classes and for Scheduled Castes and Scheduled Tribes, Article 16(4) permits reservation in appointments, and Article 17 abolishes untouchability. Article 46 directs the State to promote with special care the educational and economic interests of the weaker sections, and the creation of safeguards remains a legislative and executive function, while the monitoring of their implementation is entrusted to the constitutional commissions.

Practice Questions

1. The National Commission for Scheduled Castes receives a complaint from Ravi Kumar alleging denial of a statutory safeguard by a State department. After inquiry, the Commission orders reinstatement, awards compensation and restrains the department from taking further action against Ravi. The State challenges these directions as exceeding Article 338. Which proposition correctly states the legal position?
(a) The directions are valid because Article 338(8) confers every power ordinarily exercisable by a civil court while deciding disputes between private parties.
(b) The directions are valid because inquiry into specific complaints necessarily carries an implied authority to adjudicate rights and grant consequential final relief.
(c) The directions exceed Article 338 because the Commission may investigate and recommend measures but cannot exercise unenumerated adjudicatory powers granting binding final relief.
(d) The directions exceed Article 338 only if the State proves that the Commission failed to obtain prior presidential approval before issuing them.

2. A State proposes a major restructuring of its scholarship and residential-school policy specifically affecting Scheduled Castes. It finalises the policy without consulting the National Commission for Scheduled Castes, arguing that Article 338 merely authorises the Commission to investigate complaints after implementation. Which proposition correctly governs the State's position?
(a) The State's position is incorrect because Article 338(9) requires consultation with the Commission on major policy matters affecting Scheduled Castes.
(b) The State's position is correct because consultation under Article 338 applies only after a specific complaint has already been formally investigated.
(c) The State's position is correct because socio-economic policy remains exclusively executive and therefore falls outside every consultative obligation under Article 338.
(d) The State's position is incorrect only where Parliament has separately enacted legislation requiring Commission approval before implementation of the particular policy.

3. Consider the following statements regarding reservation in promotion under Article 16(4A) of the Constitution of India:
i. Article 16(4A) enables the State to provide reservation in promotion with consequential seniority for Scheduled Castes and Scheduled Tribes.
ii. The exercise of Article 16(4A) is automatic whenever members of Scheduled Castes or Scheduled Tribes seek promotional reservation.
iii. The State must consider constitutionally relevant material concerning representation and administrative efficiency before invoking the enabling power.
iv. Article 335 remains relevant because claims of Scheduled Castes and Scheduled Tribes must be balanced with administrative efficiency.
Which of the following statements are correct?
(a) Statements i, ii and iii only
(b) Statements ii, iii and iv only
(c) Statements i, ii and iv only

(d) Statements i, iii and iv only

4. With respect to Article 335 of the Constitution of India, which of the following most accurately states the relationship between claims of Scheduled Castes and Scheduled Tribes and maintenance of administrative efficiency?
(a) Article 335 prohibits every relaxation in qualifying standards because efficiency must prevail absolutely over all claims based upon Scheduled Caste or Scheduled Tribe status.
(b) Article 335 requires consideration of such claims consistently with efficiency, while its proviso permits relaxation of qualifying marks or evaluation standards in promotional reservation.
(c) Article 335 guarantees promotional reservation independently of Article 16 and removes the need for the State to assess representation or administrative consequences.
(d) Article 335 applies only to initial recruitment and becomes constitutionally irrelevant whenever reservation concerns promotion, consequential seniority or evaluation standards.

5. Which constitutional Article establishes the National Commission for Scheduled Tribes?
(a) Article 338
(b) Article 338B
(c) Article 338A
(d) Article 340

16 Dressing Dog as Krishna Not an Offence Under Section 298 BNS

Background

- The petitioner, a bank manager married for six years and having remained issueless, treated her pet dog as her own child, and two or three days prior to Janmashtami she dressed the dog with a crown, a peacock feather, yellow cloth and other ornaments associated with Lord Krishna and photographed it on her mobile phone.
- On the occasion of Janmashtami she uploaded that photograph as her WhatsApp status, a platform of limited and restricted dissemination, stating in her subsequent statement that she had no knowledge that the act would hurt the religious sentiments of any person.
- A private complaint was lodged by a youth leader affiliated with a political party alleging that the petitioner had hurt the sentiments of the Hindu community by portraying her dog as Lord Krishna, pursuant to which FIR No. 67 dated 3 September 2024 was registered under Section 298 of the Bharatiya Nyaya Sanhita, 2023 at Police Station Talwara, District Hoshiarpur.
- Upon completion of investigation, in which the petitioner's statement admitting the act was recorded, a final report dated 19 January 2025 under Section 193 of the Bharatiya Nagarik Suraksha Sanhita, 2023 was presented before the trial court.
- The petitioner contended that neither the actus reus nor the mens rea of the offence was made out, since the articles used were not objects held sacred, since she was herself a Hindu and could bear no malicious intent towards her own faith, and since the

Case Details

Case Title:	Ranjanni Gaur v. State of Punjab and Another
Court	High Court of Punjab and Haryana at Chandigarh
Citation:	CRM-M-11112-2025 (O&M) | 2026:PHHC:088828
Bench	Justice Subhas Mehla

Issue Before the Court

- Whether the articles used by the petitioner to dress her pet constituted an "object held sacred by any class of persons" within the meaning of Section 298 of the Bharatiya Nyaya Sanhita, 2023.
- Whether the requisite mens rea of intention to insult religion, or knowledge that the act was likely to be considered an insult, was made out on the material collected during investigation.
- What standard is to be applied in assessing whether an act wounds religious feelings, namely the perception of the most sensitive individual or that of an ordinary prudent member of the community.

- prosecution was politically motivated and fell within the categories in which the inherent power to quash may be exercised.
- The State opposed the petition, submitting that the contents of the FIR prima facie disclosed the offence, that dissemination of the photograph on the day of Janmashtami hurt the sentiments of the community, and that the petitioner's membership of the same community did not negate the commission of the offence, particularly in the light of her admission.

- Whether the act of the petitioner is protected as an exercise of the freedoms guaranteed under Articles 19(1)(a) and 25 of the Constitution of India, 1950.
- Whether the FIR and the consequential proceedings amount to an abuse of the process of law warranting quashing.

Judgement of the Court

- The Court reproduced Section 298 of the Bharatiya Nyaya Sanhita and analysed its first ingredient as the actus reus of destroying, damaging or defiling a place of worship or an object held sacred, the present case turning on the meaning of "object."
- Relying on a line of authorities construing the corresponding provision of the earlier penal law, the Bench held that the term "object" must be read ejusdem generis with "place of worship," so that unless the object is situated in a place of worship or carried in a procession on a festive occasion the provision is not attracted, and the articles used to dress the pet could not qualify as such an object.
- On mens rea, the Court held that the provision requires either an intention to insult the religion of a class of persons or knowledge that the act is likely to cause such insult, and that an offence is not constituted merely because the sentiments of an individual or a handful of persons are hurt.
- Drawing an analogy from the law on obscenity, the Bench noted that the older test resting on the impact upon the weakest and most impressionable mind has been displaced by the community standard test, under which the matter is judged from the point of view of an average person applying contemporary community standards.
- The Court therefore held that criminal liability cannot be founded upon subjective hypersensitivity or idiosyncratic perceptions of offence, since otherwise the threshold for prosecution would depend on the varying sensibilities of individuals rather than the objective standard contemplated by law.
- Examining the cultural setting, the Bench observed that aesthetics and morality shape the common conscience of society and that religion strongly influences notions of purity and impurity, and it reasoned that the grievance in this case arose from a myopic viewpoint that visualises the dog as an impure creation.
- Surveying scriptural and philosophical sources, the Court referred to the verse of the Bhagavad Gita on equal vision towards a learned brahmana, a cow, an elephant and a dog, to the episode in the Mahaprasthanika Parva in which the loyal dog accompanying Yudhishthira reveals itself as Dharma, to the dog as the vehicle of Kal Bhairava, and to the four dogs accompanying Lord Dattatreya representing the four Vedas, concluding that sacred knowledge is present even in what society might falsely deem lowly.
- The Bench further invoked the Upanishadic proposition that everything is at its core Brahman, and the non-dualist school holding that all things animate and inanimate belong to the same fold of existence, to hold that it is not God but Godliness that unites all creation.
- Turning to the Bhakti tradition, the Court reasoned that the annual practice of dressing children as the infant Krishna proceeds from devotion in the form of the saguna, that the petitioner in dressing

the pet she regards as her child was practising that devotion, and that the purity of the cloth or the species of the wearer is secondary to the purity of the devotee's emotion, the perception of the divine depending on the imagination and emotion of the believer.

- Placing the matter in a comparative frame, the Bench noted the animistic strands in Vedic religion associating deities with natural phenomena, the anthropomorphic forms prominent in Indian iconography, the animal-associated deities of Egyptian and American civilisations, and the concept of spirits inhabiting nature in Japanese belief, to show that divinity has universally been perceived in animal form.
- On the constitutional plane, the Court held that Article 19(1)(a) protects the expression of ideas including symbolic ones such as dressing a pet, subject to restrictions of public order and morality which were not violated here, and that Article 25 protects the petitioner's act of devotion.
- The Bench relied on precedent holding that unless a deliberate and malicious intention to outrage religious feelings is demonstrated the cognate offence is not made out, that insults offered unwittingly or carelessly fall outside it, that the test is whether the act has the potential to disturb public order or morality, and that where the intent is not to provoke or cause disorder criminal proceedings should not be entertained.
- Concluding that the gesture was made in good faith and without malice out of love and affection, and that individual expression shaped by personal experience cannot be criminalised merely because it does not align with the sensitivities of others, the Court held that constitutional tolerance must override hypersensitivity which construes innocent acts as desecration, allowed the petition, and quashed the FIR, the final report and all consequential proceedings.

Key Takeaways for CLAT Aspirants

- **Section 298 of the Bharatiya Nyaya Sanhita, 2023:** The provision punishes whoever destroys, damages or defiles any place of worship or any object held sacred by any class of persons, with the intention of thereby insulting the religion of any class of persons or with the knowledge that such destruction, damage or defilement is likely to be considered an insult to their religion, the punishment extending to two years or fine or both. The offence corresponds to Section 295 of the Indian Penal Code, 1860, is cognizable and non-bailable, and is triable by any Magistrate.
- **Actus Reus and Mens Rea as Concurrent Requirements:** Criminal liability ordinarily requires the coincidence of a prohibited act with the mental element prescribed by the statute, expressed in the maxim actus non facit reum nisi mens sit rea. Where the provision itself specifies intention or knowledge, the absence of that mental element is fatal to the prosecution however offensive the act may appear to others.
- **Rule of Ejusdem Generis:** Where general words follow an enumeration of specific words belonging to a distinct genus, the general words take colour from and are confined to the same class. Applying this rule, the expression "object held sacred" in the provision is read alongside "place of worship," so that the object must possess a comparable public or ceremonial religious character.
- **Community Standard Test versus the Hicklin Test:** The Hicklin test judged material by its tendency to deprave the most impressionable or susceptible mind, whereas the community standard test judges it from the point of view of an average person applying contemporary community standards. Indian law has adopted the latter, so the yardstick for offence to religious feeling is the ordinary prudent member of the community and not the most easily offended.

- **Section 299 of the Bharatiya Nyaya Sanhita, 2023:** This provision, corresponding to Section 295A of the Indian Penal Code, punishes deliberate and malicious acts intended to outrage religious feelings of any class by insulting its religion or religious beliefs, whether by words, signs, visible representations or electronic means. The requirement of deliberate and malicious intention is essential, so insults offered unwittingly or carelessly fall outside the provision, and the guiding test is whether the act has the potential to disturb public order.
- **Article 19(1)(a) and Reasonable Restrictions under Article 19(2):** Article 19(1)(a) guarantees to all citizens the freedom of speech and expression, which extends to symbolic and non-verbal forms of communication. Article 19(2) permits only such restrictions as are reasonable and referable to the enumerated grounds including public order, decency and morality, so an expression that offends some sensibilities without endangering these interests remains protected.
- **Article 25 and the Freedom of Conscience and Religion:** Article 25(1) guarantees to all persons the freedom of conscience and the right freely to profess, practise and propagate religion, subject to public order, morality, health and the other provisions of Part III. The right protects individual devotional practice, and a personal act of faith cannot be penalised merely because it departs from the customary form followed by others of the same faith.
- **Quashing of Proceedings under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023:** This provision, corresponding to Section 482 of the Code of Criminal Procedure, 1973, preserves the inherent power of the High Court to make such orders as are necessary to give effect to any order under the Sanhita, to prevent abuse of the process of any court, or otherwise to secure the ends of justice. It is the source of the power to quash a first information report and the proceedings flowing from it.
- **Categories Governing the Exercise of the Power to Quash:** The recognised categories include cases where the allegations, even taken at face value, do not make out the offence alleged, where the material discloses no offence, where the allegations are so absurd and inherently improbable that no prudent person could conclude that there is sufficient ground to proceed, and where the proceeding is manifestly attended with mala fides or instituted with an ulterior motive for wreaking vengeance. The power is exercised sparingly and not to weigh evidence, but a prosecution founded on a politically or personally motivated complaint falls within these categories.
- **Section 173 and Section 193 of the Bharatiya Nagarik Suraksha Sanhita, 2023:** Section 173 governs the recording of information relating to a cognizable offence and the registration of a first information report, while Section 193 requires the officer in charge to forward a report to the Magistrate on completion of the investigation. The filing of such a final report does not preclude the High Court from examining whether the material collected discloses the ingredients of the offence alleged.
- **Constitutional Tolerance and the Limits of the Heckler's Objection:** A secular constitutional order presupposes a plurality of beliefs and requires a measure of tolerance towards expressions that others find unwelcome. Criminal law is not to be deployed to vindicate every claim of hurt sentiment, since permitting prosecution on that footing would surrender the threshold of criminality to the most sensitive complainant and chill lawful expression.
- **Precedential Value and the Persuasive Authority of Religious Texts:** Under Article 141 the law declared by the Supreme Court binds all courts in India, and High Courts apply that law to the facts before them. Scriptural texts, philosophical traditions and comparative religious practice carry no binding force as sources of law, but courts may refer to them to understand the social and cultural context in which a term such as insult to religion must be assessed.

Practice Questions

1. During a local religious procession, Arvind Sharma accidentally damages a sacred ceremonial object while moving equipment through a crowded passage. Witnesses agree that he immediately apologised, offered to repair the object, and had neither intended to insult the religion nor known that his conduct was likely to be regarded as such an insult. He is prosecuted under Section 298 of the Bharatiya Nyaya Sanhita, 2023. Which proposition correctly states the legal position?
(a) Arvind is liable because physical damage to a sacred object itself completes the offence regardless of his intention or knowledge.
(b) Arvind is liable because negligence causing religious offence satisfies the mental requirement whenever members of that faith actually feel insulted.
(c) Arvind is not liable unless the prosecution establishes the prescribed intention to insult or knowledge that the damage was likely insulting.
(d) Arvind is not liable only if the damaged object was privately owned, because Section 298 applies exclusively to publicly maintained religious property.

2. Journalist Meera Nair publishes an online article critically comparing religious doctrines. Some passages are harsh and several readers complain that their beliefs were insulted, but the material shows no deliberate and malicious intention to outrage religious feelings and no apparent potential to disturb public order. Proceedings are initiated under Section 299 of the Bharatiya Nyaya Sanhita, 2023. Which proposition correctly governs the case?
(a) The prosecution is unsustainable because Section 299 requires deliberate and malicious intention, not merely offensive or careless expression causing hurt feelings.
(b) The prosecution is sustainable because any publication insulting religious beliefs becomes punishable once members of the affected class subjectively feel outraged.
(c) The prosecution is sustainable because electronic publication removes the need to establish malicious intention whenever criticism concerns organised religious beliefs.
(d) The prosecution is unsustainable only if Meera proves that every statement in the article is factually correct and accepted by religious scholars.

3. Consider the following statements regarding freedom of expression under Articles 19(1)(a) and 19(2) of the Constitution of India:
i. Article 19(1)(a) protects symbolic and non-verbal forms of expression in addition to spoken or written communication.
ii. Restrictions upon expression must be reasonable and connected with one of the grounds enumerated in Article 19(2).
iii. Expression loses constitutional protection whenever a section of society regards it as offensive to its religious sensibilities.
iv. Mere offence to some persons, without jeopardising interests recognised under Article 19(2), does not automatically remove constitutional protection.
Which of the following statements are correct?
(a) Statements i, ii and iii only

(b) Statements ii, iii and iv only
(c) Statements i, iii and iv only
(d) Statements i, ii and iv only

4. A criminal complaint alleges that a citizen's unconventional personal method of worship is offensive because it departs from the customary practice followed by most members of the same faith. No threat to public order, morality or health is alleged. With respect to Article 25(1), which of the following most accurately states the legal position?
(a) Article 25 protects only practices commonly accepted by the majority within a faith, because individual deviation receives no constitutional religious protection.
(b) Article 25 protects individual devotional practice, subject to constitutional limits, and departure from customary form alone does not justify penal consequences.
(c) Article 25 protects only institutional religious activity, while personal acts of conscience remain governed exclusively by ordinary criminal and civil law.
(d) Article 25 prohibits the State from regulating any religious practice whatsoever, even where public order, morality or health is demonstrably endangered.

5. Which provision of the Bharatiya Nagarik Suraksha Sanhita, 2023 preserves the inherent power of the High Court to quash proceedings in order to prevent abuse of process or secure the ends of justice?
(a) Section 193
(b) Section 173
(c) Section 528
(d) Section 482

17 Divorce Act's Territorial Jurisdiction Cannot Be Expanded Without Legislative Amendment

Background

- The petitioner, a Christian woman married in 2011 with three children of the marriage, alleged that she was subjected to severe domestic violence and was thrown out of her matrimonial home at Kasaragod, following which she began residing with her parents at Wayanad.
- Her petition for dissolution of marriage filed before the Family Court at Kalpetta was returned on the ground that the court lacked territorial jurisdiction under Section 3(3) of the Divorce Act, 1869, since the marriage had been solemnised at Kasaragod and the spouses had last resided together there.
- The petitioner contended that although the Hindu Marriage Act, 1955 and the Special Marriage Act, 1954 were amended to confer jurisdiction on the court within whose limits the wife resides, no corresponding amendment was brought into the Divorce Act, and she therefore sought a declaration that Section 3(3) be read as including the court where the wife resides.
- She submitted that the restriction operates as discrimination based on religion and sex, hampering the rights to equality, non-discrimination and dignity under Articles 14, 15 and 21 of the Constitution, and that it ignores the reality of deserted Christian women who lack the resources to litigate at a distant and hostile forum.
- The Union of India, in its counter affidavit, pointed out that no relief had been sought for striking down the provision and that specific pleadings and a specific prayer are required for such a challenge, and

Case Details

Case Title:	Princy N.V. v. Union of India
Court	High Court of Kerala at Ernakulam
Citation:	W.P. (C) No. 8801 of 2025 | 2026:KER:47197
Bench	Justice Bechu Kurian Thomas

Issue Before the Court

- Whether Section 3(3) of the Divorce Act, 1869 can be interpreted to include the District Court within whose territorial limits the wife resides as a forum for presenting a matrimonial petition.
- Whether the absence of such a forum, when contrasted with the Hindu Marriage Act, 1955 and the Special Marriage Act, 1954, amounts to discrimination on grounds of religion and sex offending Articles 14, 15 and 21 of the Constitution of India, 1950.
- Whether a court may supply an additional forum by way of interpretation, or whether such a change lies exclusively within the legislative domain.

submitted that where a provision is unambiguous the court cannot look beyond its words.

- Whether the petitioner is left without any remedy in the absence of such a forum.

- It was further contended that the Indian Divorce (Amendment) Act, 2001 had made certain changes to the Act without Parliament deeming it appropriate to introduce the forum now suggested, that personal laws governing different communities may legitimately vary, that the subject falls under Entry 5 of List III of the Seventh Schedule, and that a writ of mandamus cannot be issued to the legislature to enact a law in a particular manner.

Judgement of the Court

- The Court held that adding words to a statute is a legislative function which courts are not permitted to perform, and that the relief sought would in substance require the insertion of a forum that Parliament had not provided.
- Examining the text of Section 3(3), the Bench found the language plain and unambiguous in confining jurisdiction to the District Court within whose limits the marriage was solemnised or within whose limits the husband and wife reside or last resided together, leaving no scope for judicial construction.
- Applying the elementary rule of plain meaning, the Court reiterated that where the words of a statute are clear and susceptible of only one meaning, effect must be given to that meaning regardless of the consequences that may follow.
- The Bench noted the contention of the Union that no relief had been sought for striking down the provision as ultra vires, that such a challenge requires specific pleadings and a specific prayer, and that neither was present in the writ petition.
- The Court took note of the submission that Parliament, while amending the Act in 2001, consciously refrained from introducing the forum of the wife's residence, and that the conscious omission of a provision found in cognate statutes cannot be supplied by the court.
- The Bench observed that the subject matter of marriage and divorce falls within Entry 5 of List III of the Seventh Schedule, that personal laws governing different communities may legitimately differ, and that a writ of mandamus cannot be issued directing the legislature to enact a law on a particular subject or in a particular manner.
- On the availability of remedy, the Court held that the petitioner was not without recourse, since Section 24 of the Code of Civil Procedure, 1908 empowers the High Court or the District Court to transfer a proceeding, and such transfer may be ordered where the court is satisfied that it is warranted.
- While declining relief, the Bench acknowledged the structural imbalance in matrimonial law and described as strange and unfortunate the continued absence of alignment between the Divorce Act and the more progressive personal law statutes.
- Finding no justifiable reason for the omission of a provision enabling a wife to institute proceedings at her place of residence, the Court urged Parliament to consider a suitable amendment and directed the Registry to forward a copy of the judgment to the Ministry of Law and Justice for consideration, dismissing the writ petition accordingly.

Key Takeaways for CLAT Aspirants

- **Section 3(3) of the Divorce Act, 1869:** The provision identifies the District Court competent to

- entertain a matrimonial petition under the Act, namely the court within whose jurisdiction the marriage was solemnised or within whose jurisdiction the husband and wife reside or last resided together. Unlike cognate matrimonial statutes, it does not recognise the place where the wife alone resides at the time of presentation, so any additional forum must come by legislative amendment.
- **Comparative Scheme of Matrimonial Jurisdiction:** Section 19 of the Hindu Marriage Act, 1955 and Section 31 of the Special Marriage Act, 1954 permit presentation of a petition at the place of solemnisation, the place where the respondent resides, the place where the parties last resided together, and, in the case of a wife as petitioner, the place where she is residing on the date of presentation. Marriage and divorce among Christians are governed by the Divorce Act, among Parsis by the Parsi Marriage and Divorce Act, 1936, and among Muslims by personal law read with the Dissolution of Muslim Marriages Act, 1939.
- **Doctrine of Separation of Powers and Judicial Restraint:** The legislature enacts, the executive implements and the judiciary interprets, and a court cannot assume the function of law-making by supplying words the legislature has not used. Judicial restraint requires that a perceived deficiency in policy be addressed to Parliament, since the remedy for an unwise or incomplete law lies in amendment rather than in construction.
- **Literal Rule and the Principle of Casus Omissus:** Where the words of a statute are clear and admit of only one meaning, they must be given effect irrespective of the resulting hardship, and no external aid to construction is permissible. A casus omissus, being a case omitted from the statutory language, cannot be supplied by the court, particularly where the omission appears deliberate in view of contemporaneous amendments to allied statutes.
- **Limits of the Writ of Mandamus in Matters of Legislation:** Mandamus commands the performance of a public duty by an authority bound to perform it, but no such duty lies upon the legislature to enact a law on a given subject or in a particular form. Consequently, a court cannot direct Parliament to legislate, though it may draw legislative attention to a gap by way of observation or by forwarding its judgment to the concerned Ministry.
- **Requirement of Specific Pleadings for a Constitutional Challenge:** A statutory provision cannot be declared ultra vires unless its validity is specifically challenged, the grounds are distinctly pleaded, and a corresponding relief is sought, since the State must have notice of the case it has to meet. A prayer framed only as one of interpretation cannot be converted into a declaration of invalidity in the absence of such pleadings.
- **Article 14 and the Doctrine of Reasonable Classification:** Article 14 guarantees equality before the law and the equal protection of the laws, and permits classification founded on an intelligible differentia bearing a rational nexus to the object sought to be achieved. Personal laws applying to distinct religious communities have been treated as constituting separate classes, so a difference in the procedural entitlements of one community from another does not by itself establish hostile discrimination.
- **Articles 15 and 21 and the Access to Justice Dimension:** Article 15(1) forbids discrimination on grounds only of religion, race, caste, sex, place of birth or any of them, while Article 15(3) enables special provision for women and children. Article 21 has been read to include the right to live with dignity and the right of access to justice, so a forum requiring a deserted woman to litigate at a distant and hostile place raises a constitutional concern even where the provision itself is not struck down.
- **Section 24 of the Code of Civil Procedure, 1908:** The High Court or the District Court may, on the

- application of a party or on its own motion, transfer any suit, appeal or other proceeding to a competent subordinate court, or withdraw such a proceeding and dispose of it, transfer it, or retransfer it. The transferee court may retry the matter or continue from the stage reached, and sub-section (5) makes clear that a proceeding may be transferred even from a court that has no jurisdiction to try it.
- **Distinction Between Territorial Jurisdiction and Transfer of Proceedings:** Territorial jurisdiction determines which court may lawfully entertain a proceeding in the first instance and is fixed by statute, whereas the power of transfer is a discretionary supervisory power exercised to secure convenience and the ends of justice. Transfer therefore mitigates hardship in an individual case without altering the statutory allocation of jurisdiction.
- **Entry 5 of List III of the Seventh Schedule and Uniform Civil Code:** Entry 5 of the Concurrent List covers marriage and divorce, infants and minors, adoption, wills, intestacy and succession, joint family and partition, and all matters in respect of which parties were subject to their personal law, enabling both Parliament and State Legislatures to legislate subject to Article 254. Article 44 places among the Directive Principles the endeavour of the State to secure for citizens a uniform civil code, which is not enforceable by any court under Article 37.

Practice Questions

1. Maria D'Souza, a Christian wife, files a petition under the Divorce Act, 1869 in Bengaluru solely because she presently resides there after separating from her husband. The marriage was solemnised in Kochi, her husband resides in Chennai, and the spouses last resided together in Hyderabad. Which proposition correctly states the territorial jurisdiction position under Section 3(3)?
(a) Bengaluru has jurisdiction because a wife may always institute matrimonial proceedings wherever she resides when the petition is presented.
(b) Bengaluru lacks jurisdiction because Section 3(3) does not recognise the wife's present residence alone as an independent jurisdictional basis.
(c) Bengaluru has jurisdiction because constitutional access to justice automatically enlarges every matrimonial statute to include the deserted wife's residence.
(d) Bengaluru lacks jurisdiction only if the husband proves that defending proceedings there would cause him substantial procedural or financial prejudice.

2. A matrimonial proceeding is pending before a District Court that lacks territorial jurisdiction under the governing statute. Because the wife faces serious safety and travel difficulties, she approaches the High Court under Section 24 CPC seeking transfer to another competent subordinate court. The husband argues that transfer is impossible because the original court lacked jurisdiction. Which proposition correctly governs the application?
(a) Transfer is unavailable because Section 24 operates only where the court from which transfer is sought already possesses territorial jurisdiction over proceedings.
(b) Transfer is unavailable because lack of jurisdiction automatically nullifies the proceeding before any superior court can exercise discretionary supervisory powers over it.
(c) Transfer is available only after the original court first returns the petition and the wife formally reinstitutes proceedings before another competent court.
(d) Transfer may be ordered because Section 24 expressly permits transfer even from a court lacking jurisdiction, subject to the statutory transfer power.

3. Consider the following statements regarding Article 14 and differential matrimonial procedures among religious communities:
i. Article 14 permits classification where an intelligible differentia has a rational nexus with the object sought to be achieved.
ii. Different personal-law regimes applicable to distinct religious communities necessarily amount to hostile discrimination under Article 14.
iii. Distinct religious personal-law communities may constitute separate classes for purposes of assessing procedural differences.
iv. Mere difference in procedural entitlements between communities does not by itself establish unconstitutional discrimination.
Which of the following statements are correct?
(a) Statements i, iii and iv only
(b) Statements i, ii and iii only

(c) Statements ii, iii and iv only
(d) Statements i, ii and iv only

4. With respect to a matrimonial jurisdiction rule that forces a deserted woman to litigate at a distant location, which of the following most accurately states the relevance of Articles 15 and 21 where the statutory provision itself has not been specifically challenged as unconstitutional?
(a) The court must strike down the provision because Article 21 automatically invalidates every territorial rule that imposes practical inconvenience upon a woman litigant.
(b) The court must extend jurisdiction judicially because Article 15(3) authorises courts to create procedural benefits for women absent corresponding legislative language.
(c) The rule may raise constitutional concerns regarding equality and access to justice, but invalidation requires a properly pleaded constitutional challenge and relief.
(d) The rule is constitutionally immune because Articles 15 and 21 have no application to procedural barriers affecting access to matrimonial remedies.

5. Which constitutional provision directs the State to endeavour to secure for citizens a Uniform Civil Code throughout the territory of India?
(a) Article 37
(b) Article 44
(c) Article 254
(d) Article 246

HIGH COURT | Landmark Judgements

18 Delhi HC Affirms Jurisdiction Over De-Indexing Pleas in Settled Matrimonial Disputes

Background

- The petitioner, a serving officer of the Indian Police Service, had a matrimonial dispute with his wife which was subsequently settled amicably, and the first information report registered on her complaint was quashed by the High Court of Telangana in 2024 on the basis of the compromise.
- Notwithstanding the settlement and the quashing, several news channels continued to publish online reports sensationalising the dispute and disclosing his identity as an IPS trainee, which he contended was prejudicial to his reputation and professional standing.
- The petitioner approached the Delhi High Court seeking a writ of mandamus directing Google LLC, Google India Private Limited, YouTube LLC and Twitter/X to remove, delete, de-index and disable access to all videos, articles, URLs and related digital content pertaining to the settled matrimonial dispute as enumerated in the annexure to the petition.
- He further sought permanent de-indexing of the impugned links from search results, deployment of hash-matching technology and other automated tools to prevent re-uploading or republication, and a direction restraining the intermediaries from further disseminating any content relating to the settled matrimonial matters.
- The publishers of the news reports, including the Telugu news channels, were not impleaded, since no relief was sought against the individual publishers and the prayer was consolidated against

Case Details

Case Title:	Kokkanti Venkata Maheswara Reddy v. Google LLC and Ors.
Court	High Court of Delhi at New Delhi
Citation:	W.P. (C) No. 8465 of 2026
Bench	Justice Swarana Kanta Sharma

Issue Before the Court

- Whether the Delhi High Court possesses territorial jurisdiction under Article 226 of the Constitution of India, 1950 to entertain the petition when the petitioner resides in another State and much of the impugned content was published in a regional language.
- Whether a part of the cause of action can be said to arise within the jurisdiction of the Court by reason of the presence of the intermediaries and the accessibility of the impugned content within its territorial limits.
- Whether the continued availability

- the intermediaries and the Ministry of Electronics and Information Technology, to whom formal notices had already been addressed.
- Google LLC opposed maintainability, contending that the petitioner was a resident of Telangana, that the articles referred to were in the Telugu language and published by Telugu news channels, and that the substantial part of the cause of action having arisen within the jurisdiction of the High Court of Telangana, the petitioner ought to be relegated to that forum.

- of online reports concerning a settled and quashed matrimonial dispute engages the right to privacy under Article 21 of the Constitution.

Judgement of the Court

- The Court recorded that the petitioner sought removal, deletion and de-indexing of online reports and digital content relating to a matrimonial dispute that had since been settled and whose related criminal proceedings had been quashed, on the ground that continued publication infringes his right to privacy and reputation under Article 21.
- The Bench noted as conceded that Google LLC, the Resident Grievance Officer of YouTube LLC, and the concerned Union Ministry are situated within the territorial jurisdiction of the Court, and that formal notices seeking deletion and de-indexing had been addressed to Google LLC and to the Ministry.
- The Court observed that the publishers of the news reports had not been impleaded because no relief was sought against them individually, the relief claimed being a consolidated one against the intermediaries and the concerned authority for removal, de-indexing and disabling of access.
- On the language objection, the Bench found as a matter of record that the impugned articles were not confined to Telugu publications, since several reports had also been published in English by national media houses and were accessible and readable throughout the country, including within the territorial limits of the Court.
- The Court therefore held that it could not be said that no part of the cause of action had arisen within its territorial jurisdiction, and concluded that it possessed jurisdiction to entertain the petition.
- Reliance was placed on the recent decision of a Coordinate Bench holding that the right to be forgotten forms part of the right to privacy under Article 21, and laying down a framework enabling individuals, particularly those acquitted, discharged, or whose disputes have been settled, to seek removal, masking or de-indexing of their names from digitised court records and search engine results.
- The Bench accordingly directed issue of notice to the respondents through all modes including electronically, required counter affidavits to be filed within three weeks with rejoinders within two weeks thereafter, listed the matter for further hearing on 21 August 2026, and directed that the judgment be uploaded forthwith.

Key Takeaways for CLAT Aspirants

- **Article 226(2) of the Constitution of India, 1950 and Territorial Jurisdiction:** Article 226(1) empowers every High Court to issue directions, orders or writs for the enforcement of fundamental rights and for any other purpose to any person or authority within its territorial jurisdiction. Article 226(2) extends that power to authorities located outside the jurisdiction where the cause of action, wholly or in part, arises within it, so the presence of part of the cause of action suffices to sustain the petition.

- **Doctrine of Cause of Action and Forum Conveniens:** Cause of action comprises the bundle of facts that a petitioner must plead and prove to obtain relief, and a High Court may entertain a petition where an integral part of that bundle arises within its territory. The doctrine of forum conveniens permits a court to decline jurisdiction in favour of a more appropriate forum, but it operates as a matter of discretion and does not extinguish the jurisdiction otherwise available.
- **Right to Privacy under Article 21 of the Constitution of India, 1950:** Privacy has been recognised as intrinsic to the right to life and personal liberty guaranteed by Article 21 and as flowing from the freedoms in Part III. The right is not absolute and any restriction must satisfy the tests of legality, a legitimate State aim, and proportionality between the means adopted and the object sought.
- **Right to Be Forgotten and Informational Self-Determination:** The right to be forgotten enables an individual to seek removal of personal data that has become outdated, irrelevant or harmful to privacy, and it rests on the principle of informational self-determination, that is, control over one's own personal information. It is subject to countervailing interests such as freedom of expression, public interest, public health, archiving, research and the exercise or defence of legal claims.
- **Right to Reputation as a Facet of Article 21:** Reputation has been treated as an integral component of the right to live with dignity, so unwarranted damage to it engages the protection of Article 21. Where criminal proceedings have ended in acquittal, discharge or quashing, the continued public association of the individual with the accusation perpetuates stigma disproportionate to any residual public interest.
- **Quashing of Proceedings on the Basis of Compromise:** The inherent power of the High Court, now recognised under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 and formerly under Section 482 of the Code of Criminal Procedure, 1973, permits quashing of proceedings to prevent abuse of process or to secure the ends of justice. In predominantly private disputes, including matrimonial matters, a genuine settlement between the parties is a recognised ground for quashing even where the offence is not compoundable.
- **Intermediaries and Safe Harbour under Section 79 of the Information Technology Act, 2000:** An intermediary is not liable for third party information hosted or transmitted by it, provided its function is limited to providing access, it does not initiate, select the receiver of, or modify the transmission, and it observes due diligence and the guidelines prescribed. The exemption is lost where the intermediary conspires, abets or aids the unlawful act, or fails to expeditiously remove or disable access to material upon receiving actual knowledge or notification by the appropriate government.
- **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021:** The Rules require intermediaries to publish their terms of service and privacy policy, appoint a Grievance Officer and, for significant social media intermediaries, a Resident Grievance Officer, Chief Compliance Officer and Nodal Contact Person located in India. Complaints concerning content that exposes the private area of an individual, or is in the nature of impersonation or artificially morphed imagery, must be acted upon by removal or disabling of access within twenty four hours of receipt.
- **Digital Personal Data Protection Act, 2023 and the Right to Erasure:** The Act confers on a Data Principal the right to correction, completion, updating and erasure of personal data for which consent was previously given, and obliges a Data Fiduciary to erase such data on withdrawal of consent or once the specified purpose is no longer being served, unless retention is necessary for compliance with law. Its application to judicial records and to information already in the public domain remains an unsettled question.

- **Balancing Privacy with Freedom of Speech and Open Justice:** Article 19(1)(a) protects freedom of speech and expression including the freedom of the press, subject to reasonable restrictions under Article 19(2) on grounds such as defamation, decency and public order. Open justice requires that proceedings be public and judgments accessible, so any direction for masking or de-indexing must be narrowly tailored to protect identity without obscuring the record or the precedential content of the decision.
- **Writ of Mandamus and its Availability against Private Entities:** Mandamus commands the performance of a public duty and lies against the State, its instrumentalities and any person or body discharging a public function. A private technology intermediary may be amenable to such a writ where it performs statutory obligations under the governing law and rules, or where the relief sought is the enforcement of a fundamental right against an entity exercising a public function.

Practice Questions

1. A technology company headquartered in Mumbai removes Priya Sharma's account pursuant to an order issued by a Central authority in Delhi. Priya resides in Jaipur, received the impugned communication there, and alleges that the resulting deprivation of access and reputational injury also occurred there. She approaches the Rajasthan High Court, although neither the company nor the issuing authority is located within Rajasthan. Which proposition correctly states the jurisdictional position under Article 226(2)?
(a) The Rajasthan High Court lacks jurisdiction because every respondent must maintain its principal office within the territorial limits of that High Court.
(b) The Rajasthan High Court lacks jurisdiction because writ jurisdiction depends exclusively upon the location where the challenged governmental order was originally issued.
(c) The Rajasthan High Court may exercise jurisdiction if integral facts forming part of Priya's cause of action arose within Rajasthan.
(d) The Rajasthan High Court may exercise jurisdiction only if Priya proves that Rajasthan is the most convenient forum among all alternatives.

2. NetLink hosts user-generated content and ordinarily neither initiates transmissions nor selects recipients nor modifies uploaded material. After receiving legally sufficient notification concerning unlawful content, however, it deliberately leaves the material accessible for several weeks despite having the technical ability to disable access. NetLink claims complete immunity under Section 79 of the Information Technology Act, 2000. Which proposition correctly governs its claim?
(a) Safe harbour may be lost because continued non-compliance after legally sufficient knowledge can defeat the statutory conditions protecting an intermediary.
(b) Safe harbour remains absolute because intermediary immunity depends only upon whether the unlawful material was originally uploaded by a third party.
(c) Safe harbour remains available because failure to disable notified content affects regulatory compliance but cannot affect the intermediary's statutory exemption.
(d) Safe harbour may be lost only where NetLink originally authored the unlawful material rather than merely continuing to host it.

3. Consider the following statements regarding the right to privacy under Article 21 of the Constitution of India:
i. Privacy forms an intrinsic part of life and personal liberty and is connected with other freedoms under Part III.
ii. The right to privacy is absolute and cannot be restricted once an individual establishes interference with personal information.
iii. A restriction upon privacy must possess legal authority and pursue a legitimate State objective.
iv. The means adopted to restrict privacy must bear a proportionate relationship to the objective sought to be achieved.
Which of the following statements are correct?
(a) Statements i, ii and iii only
(b) Statements ii, iii and iv only

(c) Statements i, ii and iv only
(d) Statements i, iii and iv only

4. With respect to complaints concerning intimate imagery, impersonation or artificially morphed content under the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, which proposition most accurately states the intermediary's obligation?
(a) The intermediary may await ordinary grievance timelines because intimate imagery and impersonation receive no specialised treatment under the Rules.
(b) The intermediary must act upon such complaints by removing or disabling access within twenty-four hours of receiving the complaint.
(c) The intermediary must first obtain a judicial decree before acting because private complaints cannot trigger expedited removal under the Rules.
(d) The intermediary may retain the content indefinitely if its general terms of service disclose that users remain responsible for third-party uploads.

5. Which provision of the Bharatiya Nagarik Suraksha Sanhita, 2023 preserves the inherent power of the High Court to quash criminal proceedings to prevent abuse of process or secure the ends of justice?
(a) Section 193
(b) Section 173
(c) Section 528
(d) Section 479

HIGH COURT | Landmark Judgements

19 PCMA and POCSO Act Override Personal Law on Child

Background

- On 15 February 2026, police officials along with members of a Child Line team reached a village in District Bulandshahr, Uttar Pradesh, upon receiving information that the marriage of a sixteen year old girl was about to take place.
- After speaking with the girl and her parents, the team informed them that she would be produced before the Child Welfare Committee in accordance with the statutory procedure.
- According to the first information report, the petitioners along with a crowd of about fifty unidentified persons turned hostile, abused and threatened the officials, and forcibly took the girl away from the custody of a Child Line worker.
- The police party and the Child Line officials were compelled to withdraw from the village to protect themselves, the girl being rescued subsequently, and a video recording of the incident was claimed to have been made.
- A first information report was accordingly registered against nineteen named individuals for obstructing public servants in the discharge of their duty along with connected offences.
- The accused approached the High Court under Article 226 seeking quashing of the first information report, contending that under Muslim Personal Law a girl who has attained puberty, generally understood as fifteen years of age, is competent to marry, and relying on the Majority Act and the Muslim Personal Law (Shariat) Application Act, 1937 to argue that the Prohibition of Child Marriage Act,

Case Details

Case Title:	Rubi and Others v. State of U.P. and Others
Court	High Court of Judicature at Allahabad
Citation:	Writ Petition under Article 226 of the Constitution of India
Bench	Justice J.J. Munir and Justice Achal Sachdev

Issue Before the Court

- Whether Muslim Personal Law recognising competence to marry upon attainment of puberty can prevail over the statutory prohibition on child marriage contained in the Prohibition of Child Marriage Act, 2006.
- Whether the minimum age of marriage prescribed by that Act applies uniformly to every citizen irrespective of religious affiliation.
- Whether a marriage below the age of eighteen years necessarily exposes the parties to the operation of the Protection of Children from Sexual Offences Act, 2012.
- Whether the allegations in the first information report disclosed a

2006 and the Protection of Children from Sexual Offences Act, 2012 had no application to them.

- cognisable offence warranting investigation, so as to preclude interference at the threshold.

Judgement of the Court

- The Court rejected the submission that Muslim Personal Law could carve out an exception to the statutory age of marriage, holding in agreement with the reasoning of a coordinate view of another High Court that no personal law can wipe out the prohibition on child marriage created by the Prohibition of Child Marriage Act, 2006.
- The Bench held that the age of marriage for every citizen of the country, irrespective of religion, is that which is spelt out by the Act, and that the principle recognising puberty at about fifteen years as the age of marriage runs clearly in the teeth of both that Act and the Protection of Children from Sexual Offences Act, 2012.
- The Court reasoned that permitting marriage below eighteen years would inevitably lead to consummation, which would amount to an offence under the latter Act since a child thereunder is any person below eighteen years of age, so the two consequences cannot be separated.
- The Bench described both enactments as resting on considerations of public health, scientific understanding and national policy, and held that there can be no escape from them for anyone on the basis of personal law or custom.
- The Court acknowledged that conflicting views have been expressed by various High Courts on the question and that the Supreme Court has not yet authoritatively settled the controversy, but held that this did not prevent it from adopting what it considered to be the correct legal position.
- Examining the allegations, the Bench held that the police officials and the Child Line team were acting squarely within the law in attempting to prevent a child marriage and a possible violation of the Protection of Children from Sexual Offences Act, and described their conduct as commendable.
- The Court noted that the gravamen of the first information report was not merely the attempted child marriage but the alleged assault upon officials performing their statutory duties, the allegations of abuse, threat and obstruction making out a prima facie case requiring investigation.
- Rejecting the contentions that certain penal provisions were wrongly invoked and that there were no independent witnesses, the Bench held that questions concerning the precise offences made out and the involvement of individual accused are matters for investigation and, if necessary, for trial.
- Holding that it was not a fit case for interference at the threshold, the Court dismissed the writ petition, vacated the interim stay granted earlier, and directed that the order be communicated to the Senior Superintendent of Police and to the Station House Officer of the concerned police station.

Key Takeaways for CLAT Aspirants

- **Prohibition of Child Marriage Act, 2006:** The Act defines a child as a male who has not completed twenty one years and a female who has not completed eighteen years, and a child marriage as one in which either contracting party is a child. Solemnising, conducting, directing or abetting a child marriage, marrying a child while being an adult male, and permitting or failing to prevent such a marriage while having charge of the child are punishable with rigorous imprisonment up to two years or fine up to one lakh rupees or both, the offences being cognizable and non-bailable.

- **Voidable and Void Child Marriages:** Under Section 3 of the Act, a child marriage is voidable at the option of the contracting party who was a child, by petition presented before completion of two years from attaining majority. Section 12 makes such a marriage void where the child is taken or enticed away from lawful guardianship, compelled by force or deceit, or sold or trafficked for the purpose of marriage.
- **Preventive Machinery under the Act:** Section 13 empowers a court to issue an injunction prohibiting a child marriage on complaint or on receipt of information, and a marriage solemnised in contravention of such an injunction is void. Section 16 provides for appointment of Child Marriage Prohibition Officers charged with preventing child marriages, collecting evidence for prosecution, and creating awareness.
- **Protection of Children from Sexual Offences Act, 2012:** The Act defines a child as any person below eighteen years of age and creates the offences of penetrative sexual assault, aggravated penetrative sexual assault, sexual assault, sexual harassment and use of a child for pornographic purposes, with Special Courts constituted for their trial. Consent of a person below eighteen is legally immaterial, and the Act gives effect to India's obligations under the United Nations Convention on the Rights of the Child.
- **Presumptions and Reporting Obligations under the POCSO Act:** Sections 29 and 30 create presumptions as to the commission of the offence and as to culpable mental state once prosecution for specified offences is instituted, shifting the burden onto the accused to rebut them. Section 19 obliges any person apprehending or having knowledge of an offence to report it, and Section 21 penalises failure to report or to record such information.
- **Muslim Personal Law (Shariat) Application Act, 1937:** Section 2 provides that notwithstanding any custom or usage to the contrary, the rule of decision in specified matters including marriage, dissolution of marriage, dower, guardianship, gifts, trusts and wakfs shall be Muslim Personal Law where the parties are Muslims. The Act displaces custom in favour of personal law but does not immunise personal law from subsequent legislation enacted by Parliament on the same field.
- **Doctrine of Implied Repeal and Later General Law over Earlier Personal Law:** Where a later comprehensive statute occupies the field and its provisions are irreconcilable with an earlier law, the earlier law yields to the extent of the inconsistency. A later welfare enactment applicable to all citizens therefore prevails over an earlier exception drawn from personal law, since the legislature is presumed to have intended its subsequent scheme to operate uniformly.
- **Special Law Prevailing over General Law and Non Obstante Clauses:** The maxim generalia specialibus non derogant places a special statute above a general one on the same subject, and a non obstante clause gives the enactment containing it overriding effect. Section 42A of the POCSO Act expressly provides that its provisions are in addition to and not in derogation of any other law, and that in case of inconsistency its provisions have overriding effect.
- **Indian Majority Act, 1875 and its Limited Scope:** The Act provides that every person domiciled in India attains majority on completing eighteen years of age, subject to the position of minors under court appointed guardianship. Section 2 expressly saves the capacity of persons in matters of marriage, dower, divorce and adoption from the operation of the Act, so it neither confers nor curtails competence to marry and cannot be invoked to displace the age fixed by a specific statute.
- **Article 25 and the Limits of Religious Freedom:** Article 25(1) guarantees freedom of conscience and the right freely to profess, practise and propagate religion, subject to public order, morality, health

- and the other provisions of Part III. Article 25(2) preserves the power of the State to regulate secular activities associated with religious practice and to make laws for social welfare and reform, so measures protecting children fall squarely within the permitted regulatory field.
- **Articles 15(3) and 39(f) and the Protection of Children:** Article 15(3) enables the State to make special provision for women and children notwithstanding the general prohibition on discrimination. Article 39(f) directs that children be given opportunities to develop in a healthy manner and in conditions of freedom and dignity, and that childhood and youth be protected against exploitation and moral and material abandonment, furnishing the constitutional foundation for such protective legislation.

Practice Questions

1. Ayesha, aged seventeen, voluntarily marries Imran, aged twenty-three, without force, deceit, trafficking or removal from lawful guardianship. After attaining majority, Ayesha approaches the competent court within the statutory period seeking annulment solely because she was a child when the marriage was solemnised. Which proposition correctly states the legal position under the Prohibition of Child Marriage Act, 2006?
(a) The marriage is automatically void because every marriage involving a female below eighteen years has no legal existence from its inception.
(b) The marriage is voidable at Ayesha's option because she was a child, while the circumstances attracting automatic voidness are absent here.
(c) The marriage remains fully valid because voluntary consent prevents a contracting party from challenging a child marriage after attaining majority subsequently.
(d) The marriage becomes void only if Imran consents to annulment because unilateral avoidance is unavailable once both parties voluntarily solemnised marriage.

2. Acting on reliable information that sixteen-year-old Riya is about to be married, a competent court issues an injunction under Section 13 of the Prohibition of Child Marriage Act, 2006 prohibiting the ceremony. Riya's relatives knowingly disregard the order and solemnise the marriage the following day. Which proposition correctly states the consequence?
(a) The marriage remains voidable because breach of an injunction affects criminal liability alone and does not alter the matrimonial status created by solemnisation.
(b) The marriage remains valid until Riya personally petitions for annulment because every child marriage requires exercise of the child's statutory option first.
(c) The marriage becomes unenforceable only against the adults who organised it because Section 13 does not affect the marital status of the child.
(d) The marriage is void because the Act expressly treats a child marriage solemnised in contravention of a Section 13 injunction as void.

3. Consider the following statements regarding presumptions and reporting obligations under the Protection of Children from Sexual Offences Act, 2012:
i. Sections 29 and 30 create statutory presumptions concerning specified offences and culpable mental state once the relevant prosecution is instituted.
ii. Section 19 imposes a reporting obligation upon a person who apprehends or has knowledge of an offence under the Act.
iii. Section 21 provides penal consequences for failure to report or record information in circumstances covered by the provision.
iv. The presumptions under Sections 29 and 30 permanently eliminate the accused's opportunity to rebut the prosecution case through evidence.
Which of the following statements are correct?
(a) Statements i, ii and iii only
(b) Statements i, ii and iv only

(c) Statements ii, iii and iv only
(d) Statements i, iii and iv only

4. A religious group challenges a generally applicable statute prohibiting child marriage, contending that its customary religious practice permits marriage below the statutory age and is therefore absolutely protected by Article 25. Which of the following most accurately states the constitutional position?
(a) Article 25 invalidates the prohibition whenever marriage below statutory age forms part of an established religious practice followed continuously by the community.
(b) Article 25 prevents regulation of marriage practices unless the State first proves that every individual child marriage creates an immediate public-order disturbance.
(c) Article 25 permits social-welfare and reform legislation regulating secular activities associated with religion, so child-protection measures may validly restrict such practices.
(d) Article 25 protects religious marriage practices from parliamentary regulation because social reform legislation may operate only upon wholly secular institutions and activities.

5. Which provision of the Protection of Children from Sexual Offences Act, 2012 gives the Act overriding effect in case of inconsistency with another law?
(a) Section 29
(b) Section 42A
(c) Section 30
(d) Section 19

HIGH COURT | Landmark Judgements

20 Right to Property under Article 300A

Background

- The petitioner claimed ownership of agricultural land in Village Bijwasan, New Delhi, part of which was acquired for the construction, maintenance, management and operation of the Dwarka Expressway through a notification under Section 3A of the National Highways Act, 1956 in May 2017, a declaration under Section 3D in November 2017, and an award made in March 2018, following which possession was taken.
- Her grievance was that before the acquisition her holding was approachable through a passage over adjoining lands, and that after construction of the Expressway a paved road came to exist between the Expressway and the neighbouring private holdings, through which she had been accessing her residual parcel.
- The National Highways Authority of India commenced construction of a continuous boundary wall along the outer edge of its right of way in April 2025, which the petitioner contended would close the opening and render her residual parcel inaccessible and incapable of beneficial use.
- The Authority disputed the premise, asserting that the road was neither designed nor sanctioned as a service road but was constructed to provide operational access to two buildings housing the Advanced Traffic Management System used for traffic monitoring, incident detection, enforcement and emergency response, and that it lay immediately beyond a toll plaza on a high-speed access-controlled corridor.

Case Details

Case Title:	Sajjan Kaur v. Union of India and Anr.
Court	High Court of Delhi at New Delhi
Citation:	W.P. (C) No. 5108 of 2025 | 2026:DHC:6055
Bench	Justice Sanjeev Narula

Issue Before the Court

- Whether the disputed paved road forms part of the sanctioned service or slip road network of the project, or is an operational road serving the Advanced Traffic Management System.
- Whether the petitioner can compel the Authority to preserve private vehicular access through that road, having regard to the statutory regime governing access to National Highways.
- Whether the right to hold and enjoy property under Article 300A of the Constitution of India, 1950 carries with it a right to obtain vehicular access through a particular adjoining road belonging to the State.
- What is the permissible scope of judicial review over technical decisions concerning highway design, road

- During the proceedings a joint inspection was directed, in which the Irrigation and Flood Control Department initially described the road as a service lane and noticed a katcha pathway towards the Bijwasan Bund, while the Sub-Divisional Magistrate reported that this pathway did not form part of Government or Gram Sabha land and lay within private holdings owned by members of the petitioner's family.
- The petitioner clarified that she sought neither direct access to the carriageway nor exemption from toll but only a regulated means of reaching her land, suggesting a controlled gate, restricted timings or identified vehicles, and in the alternative sought that the petition be treated as a representation under Sections 28 and 29 of the Control of National Highways (Land and Traffic) Act, 2002.

geometry and traffic safety.

- Whether the matter ought to be remitted to the Authority for a fresh reasoned decision on the request for controlled access.

Judgement of the Court

- The Court declined to resolve the disputed questions of title and boundaries, proceeding on the footing most favourable to the petitioner, namely that the proposed wall affects her residual holding and that she does not presently possess a legally assured means of access through the surrounding private lands.
- Examining Chapter IV of the Control of National Highways (Land and Traffic) Act, 2002, the Bench held that Section 28 begins with a prohibition, that no person has a right of access to a Highway by vehicle except as permitted by the Highway Administration under Section 29, and that Section 30 authorises refusal, regulation or diversion of access in the interest of the safety and convenience of traffic notwithstanding any permission already granted.
- The Court held that the Ministry Guidelines of 2020 relied upon by the petitioner must be read as a whole, since Clause 2.15 excludes expressways and access-controlled highways from the general access-permission norms and permits access only at predetermined locations provided in the approved design with a proper access or service road.
- Construing the circular requiring a boundary wall along the right of way, the Bench held that the words preserving ingress and egress points refer only to points incorporated in the sanctioned design or permitted by the Highway Administration, since any wider reading would defeat the very access control the circular seeks to secure.
- On the character of the road, the Court held that nomenclature is not decisive and that the true character must be ascertained from the sanctioned project documents, the design features, the manner of connection with the main carriageway, and the purpose of construction, so a road not included in the identified stretches does not become a service road merely by running parallel to the Expressway.
- The Bench found from the project schedules that the sanctioned service road terminated well before the toll plaza, that the disputed stretch fell within the toll plaza zone, that no deviation identified the road as an additional service road, and that the road lacked the entry and exit ramps, acceleration and deceleration lanes and prescribed width required of a service road under the applicable Indian Roads Congress standards.

- The Court held that use of the road by authorised officials, police and emergency vehicles does not confer upon it the character of a service road available to adjoining private properties, since such use is confined to the management, policing and safety of the Expressway and is integral to the operation of the highway infrastructure.
- On safety, the Bench accepted that a private vehicle entering the disputed road would have to turn sharply across lanes used by two-wheelers and heavy vehicles within a short distance of the toll barrier where traffic is accelerating on a corridor permitting high speeds, and held that this assessment rested on the site configuration and design standards rather than a generalised apprehension.
- The Court held that the suggestion of a locked gate, restricted timings or identified vehicles did not answer the central objection, since such measures may regulate the number and identity of users but cannot alter the geometry of the toll plaza, create the requisite transition lanes, or eliminate the conflict with accelerating traffic.
- Rejecting the plea of discrimination founded on access enjoyed by hotels and farmhouses along the corridor, the Bench held that no material showed those properties to be within the same toll plaza zone or subject to comparable constraints, so sites differing materially in location and road geometry are not similarly situated.
- On the scope of review, the Court reiterated that highway projects are prepared and implemented after expert study having regard to traffic intensity and the larger public interest, that courts are ill suited to determine viability or alignment, and that interference is warranted only where the action is contrary to law, mala fide, unsupported by the record or patently arbitrary, observing that judicial deference to expertise does not foreclose review but defines its limits.
- On Article 300A, the Bench acknowledged that effective access bears directly on the use and value of immovable property and that the concern about landlocking could not be lightly dismissed, but held that this creates no corresponding right over the Authority's operational infrastructure, since a right to enjoy property cannot be translated into a right to select the adjoining public land through which access must be provided.
- The Court noted that the acquisition itself was unchallenged, that on publication of the declaration the land vested absolutely in the Central Government free from all encumbrances including easementary rights, and that Section 3G requires compensation to account for easements, severance and injurious affection, so the statute addresses the consequence through compensation rather than by preserving the former mode of access.
- Declining to remit the matter, the Bench held that the Authority had already examined the precise access sought, the project design, the chainages, the character of the road, the applicable standards, the toll plaza configuration, the Advanced Traffic Management System requirements and the alternatives suggested, and had disclosed a rational and technically supported basis, so a fresh exercise would serve no substantive purpose.
- The Court accordingly dismissed the petition, directed that the interim arrangement protecting access cease to operate, and clarified that it had not adjudicated upon title or boundaries of the residual holding, any easementary right over adjoining private lands, or the claims pending under Section 3G.

Key Takeaways for CLAT Aspirants

- **Article 300A of the Constitution of India, 1950:** Article 300A declares that no person shall be deprived of his property save by authority of law, so deprivation requires a valid law and adherence to the procedure it prescribes rather than mere executive fiat. It protects against deprivation of what a person owns but does not confer a positive entitlement to compel the State to provide a particular facility or route over public land.
- **Constitutional Status of the Right to Property:** Property was originally protected as a fundamental right under Article 19(1)(f) and Article 31, which were repealed by the Forty-fourth Amendment in 1978 and replaced by Article 300A in Part XII, converting it into a constitutional and legal right. Consequently the remedy for its violation lies under Article 226 rather than by direct recourse to Article 32, though any law depriving a person of property must still satisfy the requirements of fairness and non-arbitrariness.
- **Right of Beneficial Enjoyment and its Limits:** Ownership carries the incidents of possession, use and enjoyment, and effective access is integral to the beneficial use of immovable property. That interest, however, operates against the world at large in respect of the owner's own land and does not ripen into a claim to route access through a specific parcel of State land dedicated to a distinct public purpose.
- **National Highways Act, 1956 and Compulsory Acquisition:** Section 3A provides for notification of intention to acquire land for a national highway, Section 3C for hearing objections, and Section 3D for the declaration on publication of which the land vests absolutely in the Central Government free from all encumbrances. Section 3G governs determination of the amount payable, requiring account to be taken of damage sustained by severance from the remaining holding, injurious affection to other property or earnings, and rights in the nature of easements.
- **Vesting Free from Encumbrances and Extinguishment of Easements:** When acquired land vests absolutely in the State free from all encumbrances, pre-existing subordinate rights including easements of way stand extinguished by operation of law. The affected person's remedy lies in compensation for the value of the right lost rather than in a claim that the acquired corridor must continue to be subject to the earlier mode of user.
- **Easements under the Indian Easements Act, 1882:** An easement is a right which the owner of dominant land possesses for the beneficial enjoyment of that land to do or prevent something being done upon servient land not his own. Section 13 recognises an easement of necessity arising on transfer or partition where the property cannot be used at all without it, and such a right is asserted against private servient owners rather than against public infrastructure.
- **Control of National Highways (Land and Traffic) Act, 2002 and Permission-Based Access:** Section 28 prohibits vehicular access to a Highway except as generally or specifically permitted by the Highway Administration, subject to guidelines and instructions of the Central Government, and empowers declaration of a Highway or a portion as limited for access. Section 29 governs applications for specific access, and Section 30 permits refusal, regulation or diversion of existing or proposed access in the interest of safety and convenience of traffic, making safety a controlling consideration.
- **Access-Controlled Highways and the Regulation of Ingress and Egress:** On an expressway or access-controlled highway, entry and exit are confined to predetermined locations incorporated in

- the approved design and supported by service roads, ramps and transition lanes. General norms permitting regulated access to abutting properties along ordinary highways do not extend to such corridors, since indiscriminate openings would defeat the very object of access control.
- **Substance over Nomenclature in Statutory and Technical Classification:** The legal character of a facility is determined by its sanctioned purpose, design features and functional role rather than by the label attached to it by a party or in correspondence. Applying this principle, a paved road within a right of way does not become a service road merely because it runs parallel to the carriageway or is physically traversable.
- **Judicial Review of Technical and Policy Decisions:** Courts do not sit in appeal over engineering assessments, project alignment, road geometry or traffic-safety judgments entrusted by statute to a specialised authority. Review is confined to examining whether the decision is contrary to law, tainted by mala fides, unsupported by the record, or patently arbitrary, and the court may verify that relevant site conditions and governing standards were in fact considered without substituting its own technical view.
- **Article 14 and the Requirement of Comparable Situation:** A claim of discriminatory treatment requires the claimant to establish that he is similarly situated to those receiving more favourable treatment, since equality operates only among equals. Differences in location, road geometry, statutory zone and operational constraints defeat the comparison, so unlike cases may lawfully be treated unlike.
- **Commuter Safety as an Aspect of Article 21:** The right to life extends beyond mere animal existence to include conditions necessary for a safe and dignified life, and the safety of road users has been recognised as an integral aspect of that guarantee. Infrastructure dedicated to traffic monitoring, incident detection and emergency response therefore serves a public safety function, and its unobstructed operation is a legitimate ground for restricting private use.

Practice Questions

1. Rakesh Verma owns a commercial plot adjoining a newly developed government transport corridor. He has lawful access to his property from a municipal road, but demands an additional driveway through a specific parcel of State land because that route would be shorter and commercially more convenient. He invokes Article 300A, alleging deprivation of property. Which proposition correctly states the legal position?
(a) Article 300A protects Rakesh against unlawful deprivation of his property but does not create a positive right to obtain access through specified State land.
(b) Article 300A requires the State to provide the most convenient access route whenever existing access materially reduces the commercial usefulness of private property.
(c) Article 300A creates an easement over adjoining public property whenever denial of the requested route makes enjoyment of the owner's land comparatively burdensome.
(d) Article 300A prohibits every governmental restriction affecting convenient enjoyment of property unless the State first acquires the affected owner's entire holding compulsorily.

2. Meera Logistics owns a warehouse beside an access-controlled national expressway. It applies for a direct vehicular opening from the warehouse onto the main carriageway, although the approved design permits entry only through designated ramps several kilometres away. The Highway Administration refuses the request on traffic-safety grounds. Which proposition correctly governs the decision?
(a) The refusal is invalid because ownership of abutting land creates an automatic right of direct vehicular entry onto every category of national highway.
(b) The refusal is invalid unless the authority proves that the proposed opening would make accidents certain rather than merely increase traffic-safety risks.
(c) The refusal may be valid because Sections 28 to 30 permit access to be restricted, refused, regulated or diverted in the interest of traffic safety.
(d) The refusal may be valid only if the warehouse was constructed after the expressway, because earlier ownership creates an indefeasible statutory access right.

3. Consider the following statements regarding compulsory acquisition under the National Highways Act, 1956:
i. Section 3A concerns notification of the Central Government's intention to acquire land for a national highway.
ii. Section 3C provides an opportunity for objections to the proposed acquisition.
iii. Section 3D provides that, upon the statutory declaration, the acquired land vests absolutely in the Central Government free from encumbrances.
iv. Section 3G governs only market value and excludes compensation for severance, injurious affection and easementary interests.
Which of the following statements are correct?
(a) Statements i, ii and iv only
(b) Statements ii, iii and iv only
(c) Statements i, iii and iv only

(d) Statements i, ii and iii only

4. Two landowners challenge different access restrictions imposed along a national highway. Arjun's land lies beside an ordinary highway segment with a service road, while Vikram's land adjoins an access-controlled expressway near a high-speed interchange. Vikram claims discrimination under Article 14 because Arjun was granted an access opening. Which proposition most accurately states the constitutional position?
(a) Vikram must receive identical access because Article 14 requires uniform treatment of all persons owning land adjacent to the same national highway network.
(b) Vikram must first establish that the two properties are similarly situated in relevant respects before differential treatment can amount to unconstitutional discrimination.
(c) Vikram establishes discrimination merely by showing different outcomes because road geometry and statutory access classifications are irrelevant under Article 14.
(d) Vikram cannot invoke Article 14 in highway matters because technical and engineering decisions are wholly immune from constitutional equality review.

5. Under which provision of the National Highways Act, 1956 is the amount payable for compulsory acquisition determined, including relevant loss from severance and easementary interests?
(a) Section 3G
(b) Section 3D
(c) Section 3C
(d) Section 3A

VOICES Of VICTORIES

SIDDHANT ROHIT

"I joined Nishant Prakash Law Classes in Class 11, and from that day, every stage of my preparation was guided by Nishant sir. I didn't just learn how to study—I learned how to stay disciplined, how to believe, and how to keep pushing even when it got overwhelming. I followed exactly what sir told us, gave 150+ mocks, trusted the process, and that belief took me to AIR 4 in AILET. I genuinely don't think I could have reached here without Nishant sir and NPLC."

AIR 4, AILET 2026

ARSHNOOR SINGH

I started my CLAT journey without any law background in my family, and everything I know about this exam, I learned under the guidance of Nishant Sir at NPLC. What made the biggest difference for me was the personal attention—Sir knew every student, our strengths, our weaknesses, and our exact mistakes after each mock.

After every test, he would look at my OMR and guide me on how to change my strategy instead of following a one-size-fits-all approach. When the CLAT paper surprised everyone, Sir's constant advice of staying calm and confident helped me push through without panicking. That mindset, combined with consistent practice and guidance, is what helped me secure AIR 4 in CLAT 2026.

(AIR 4, CLAT 2026

DAIWIK AGARWALA

I don't think I've ever given so many tests in my life as I did at NPLC in just one year. They made me take so many mocks that I became almost mechanical before the actual exam. The course structure here is such that hard work is non-negotiable. And last, but not least, Nishant Sir would connect with your parents and keep them informed about your every day scores, which added a bit of pressure and made all of us work harder. There were times when my scores didn't meet my expectations, and I felt low, but Sir was always there to motivate me.

AIR 2, CLAT 2025

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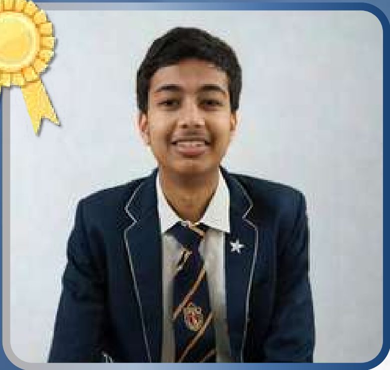

AIR 2, AILET 2025

CHAITANYA GHOSH

This place is not your regular coaching institute that you see around. They don't just make you work hard—they make you smart. NPLC has been my best choice for both CLAT and AILET preparation. These exams cover general topics that seemed easy to me initially, but it wasn't until I started attending classes at NPLC that I realized the major challenges I would have faced if I solely depended on self-study. The competitive environment and Sir's dedicated guidance have been key in helping me clear every law entrance exam I took. I cleared every law entrance exam I wrote.

AIR 4, CLAT 2025

ADITYA GAUTAM ANKHAD

It's all about AILET and CLAT here. Students eat, drink, and sleep law entrance preparation! I used to go to another institute in XIth, but somehow, I was just an enrollment number there. Initially, when I joined, the competition and pressure from Sir felt overwhelming, but thanks to him, everything became much easier. Here, no one calls you by batch number or enrollment ID. All of us studying together were very good friends, but we competed intensely. Since they have a limited intake, we received a lot of personalized attention. I recall most of my batchmates at NPLC making it to the top NLUs. This place is even better than you can imagine!

AIR 6, AILET 2025

DHRUV KAMATH

I had never experienced such intense competition in any classroom before I did my first class at NPLC. It was a bit horrifying initially however it got better with time. If you can't work hard, I do not feel this is the place for you.Nishant sir is simply amazing. I never liked him till I was at the center as there was too much pressure from his side unlike my school, However, I can tell you, that I could make it to NLU Delhi, and only because of him. I recall almost everyone with me in the class who got through eitherof the top 5 NLUs.

"At NPLC, branding isn't on T-shirts — it's in the AIRs."

VOICES Of VICTORIES

VIDISHA SINGH

AIR 10, AILET 2025

Nishant Sir's classes are the complete package. While there's a great deal of hard work expected, he creates an environment where you can ease your way into cracking the exam. Unlike the rigid and monotonous teaching methods of many other coaching institutions, his classesare a perfect blend of learning and fun. His approach is practical, reliable, and tailored to real exam scenarios, which is reflected in his incredible track record of sending most of his students to the top 5 NLUs.Even after completing his classes, you'll find yourself wanting to go backfor more (I still do).

SAMYUKTHA KOVILAKATH

AIR 24 AILET 2025
& OXFORD

People often ask me how I managed to prepare for Indian law entrances and the Oxford Law entrance at the same time. My answer is simple: NPLC gave me the discipline, perspective, and clarity to handle both. Nishant Sir's classroom isn't just a place where laws are taught - it's where ambition is refined and sharpened. What stood out to me most was how the training here doesn't chase trends - it builds fundamentals. I never felt like I was preparing for just one exam - I was preparing to think like a lawyer.

This journey hasn't just taken me to AILET AIR 24—it's also taken me across continents. And for that, I credit the environment, the mentorship, and the unwavering standards at NPLC.

"Mentorship isn't a model here — it's a method."

Answers & Explanations

1. SC Orders Status Quo on Ethanol Allocation for 2025–26

1. Correct Answer: (c) The dealer may demand fair consideration before departure, but cannot insist on continuation where a justified public-interest policy change requires otherwise.

Reference Line: "It generally gives rise to a right to a fair hearing or reasoned consideration before the expectation is defeated, rather than a guarantee of the substantive benefit itself, and it yields where an overriding public interest or a considered change in policy justifies departure."

Explanation:

(a) Incorrect. A consistent past practice can create a legitimate expectation, but the doctrine ordinarily protects procedural fairness rather than converting the expected benefit into an enforceable substantive entitlement. Raghav therefore cannot compel indefinite continuation merely because the earlier allocation pattern was consistently followed.

(b) Incorrect. Commercial subject matter does not by itself eliminate legitimate expectation where the conduct of a public authority has generated a reasonable expectation. The authority may change its position, but the doctrine may still require fair hearing or reasoned consideration before departure.

(c) Correct. Raghav's reliance on a settled eight-year practice can support a legitimate expectation, but that expectation does not guarantee continuation of the allocation. A considered policy change justified by overriding public interest may defeat the expectation, subject to appropriate procedural fairness.

(d) Incorrect. The doctrine does not freeze every lawful administrative practice until the authority establishes that the earlier practice was illegal. Even a lawful past practice may be altered where a considered policy decision or overriding public interest furnishes sufficient justification.

2. Correct Answer: (a) A State entity breaches Article 14 when unequal allocation among similarly placed suppliers lacks a rational basis, despite arising from contract.

Reference Line: "Even in the contractual sphere, the State and its instrumentalities are bound by Article 14 and cannot act arbitrarily, capriciously or with unfair discrimination between similarly placed suppliers."

Explanation:

(a) Correct. Article 14 continues to regulate State action even where the transaction is contractual or commercial. Since the suppliers are similarly placed, a materially different allocation must rest upon an intelligible and rational basis capable of justification rather than unexplained unequal treatment.

(b) Incorrect. The contractual character of procurement does not exclude Article 14. State instrumentalities remain constitutionally bound by fairness, reasonableness and non-arbitrariness while making commercial allocation decisions involving bidders or suppliers.

(c) Incorrect. Contractual remedies are not the exclusive basis for questioning the conduct of a State instrumentality. Where allocation itself is arbitrary or discriminatorily treats similarly placed parties, constitutional standards may operate alongside the contractual framework.

(d) Incorrect. The governing principle focuses upon arbitrariness, capriciousness and unjustified discrimination rather than requiring proof of subjective hostile intention. An allocation unsupported by a rational distinction may therefore offend Article 14 without affirmative evidence of personal animus.

3. Correct Answer: (d)
Reference Line: "Article 136 confers a discretionary and extraordinary jurisdiction on the Supreme Court to grant special leave to appeal from any judgment, decree or order of any court or tribunal in India. It is not a regular right of appeal, and the Court exercises it sparingly where a question of general public importance or a grave miscarriage of justice is involved."
Explanation:
(a) Incorrect. Statements i and iii are correct, but Statement ii is incorrect. Article 136 creates a discretionary jurisdiction of the Supreme Court and does not confer an automatic appellate entitlement merely because a substantial question has been raised.
(b) Incorrect. Statements i and iv correctly describe the extraordinary nature of Article 136 and the restrained manner in which the jurisdiction is exercised. Statement ii is incorrect because special leave is not a regular right of appeal.
(c) Incorrect. Statements iii and iv are correct, but Statement ii is incorrect and Statement i has wrongly been excluded. Article 136 expressly places the grant of special leave within the discretion of the Supreme Court.
(d) Correct. Statements i, iii and iv correctly describe Article 136. Statement ii alone is incorrect. Article 136(2) additionally provides that Article 136(1) does not apply to decisions of courts or tribunals constituted under laws relating to the Armed Forces.

4. Correct Answer: (b) A court may test legality, procedure, arbitrariness and rights violations, but should not replace the executive's distribution choice with its preferred economic arrangement.
Reference Line: "Courts examine policy decisions on grounds of legality, procedural propriety, arbitrariness and violation of fundamental rights, and not on grounds of wisdom or economic desirability. A court cannot substitute its own view for that of the executive on how a scarce resource should be distributed, since the choice of policy lies within the domain of the executive."
Explanation:
(a) Incorrect. Judicial review does not authorise a court to invalidate executive policy merely because judges consider another economic arrangement more efficient or desirable. The court reviews constitutionality and legality rather than independently determining the comparative wisdom of competing economic models.
(b) Correct. Courts may scrutinise whether a policy is lawful, procedurally proper, non-arbitrary and consistent with fundamental rights. They cannot, however, replace an otherwise lawful executive allocation policy merely because another distribution model appears preferable.
(c) Incorrect. Judicial review of executive policy is not confined to examining statutory competence. Procedural impropriety, arbitrariness and infringement of fundamental rights remain recognised grounds of review even where the disputed governmental action takes the form of policy.
(d) Incorrect. Scarcity does not transfer the policy-making function from the executive to the judiciary. Courts may control unlawful or arbitrary distribution, but selection of the appropriate allocation formula remains within executive policy-making authority when constitutional limits are respected.

5. Correct Answer: (c) Article 139A
Reference Line: "Article 139A empowers the Supreme Court to withdraw to itself, or to transfer between High Courts, cases involving substantially the same questions of law of general importance pending before more than one High Court."
Explanation:
(a) Incorrect. Article 136B concerns the Supreme Court's extraordinary discretionary power to grant special leave to appeal from judgments, decrees or orders of courts or tribunals. It is not the constitutional provision identified for transfer of cases involving common legal questions between High Courts.
(b) Incorrect. Article 142 concerns the Supreme Court's constitutional authority to pass orders necessary for doing complete justice in matters before it. The specific power described in the question concerning withdrawal or inter-High-Court transfer is assigned to another constitutional provision.
(c) Correct. Article 139A specifically enables the Supreme Court to withdraw qualifying cases to itself or transfer them between High Courts where substantially identical questions of law of general importance are involved. Its purpose includes promoting uniformity and avoiding conflicting judicial determinations.
(d) Incorrect. Article 226 concerns the writ jurisdiction exercised by High Courts. It does not constitute the Supreme Court's constitutional source of authority for transferring between High Courts cases presenting substantially the same questions of law of general importance.

2. Section 465 of CrPC

1. **Correct Answer:** (b) The conviction should stand unless the belated objection establishes that the procedural defect actually caused prejudice amounting to a failure of justice.
Reference Line: "Procedural lapses that do not cause real prejudice are not permitted to defeat the substance of justice, and the governing standard is whether prejudice was actually caused to the accused rather than whether an error occurred. In applying the test, courts consider the stage at which the objection is raised, the seriousness of the offence alleged, and any apparent design to prolong proceedings, and the statute itself directs attention to whether the objection could and should have been taken earlier."
Explanation:
(a) Incorrect. The existence of a procedural irregularity does not by itself require reversal of a conviction. Section 465 CrPC makes failure of justice the controlling consideration, so an error that causes no real prejudice may remain curable and cannot automatically invalidate the proceedings.
(b) Correct. Arjun raised the objection only at the appellate stage and has shown no prejudice to his defence. The court must therefore examine whether the irregularity actually occasioned a failure of justice, including whether the objection could reasonably have been raised at an earlier stage.
(c) Incorrect. The timing of an objection is expressly relevant when assessing failure of justice. A party who participated throughout the proceedings and raised no objection cannot ordinarily treat a late procedural challenge as having the same significance as one promptly raised when the defect could have been corrected.

(d) Incorrect. This proposition treats every complaint-related irregularity as fatal irrespective of prejudice. The statutory scheme adopts the opposite approach by protecting otherwise valid proceedings unless the defect has actually resulted in a failure of justice.

2. **Correct Answer:** (d) The defect is incurable because absence of jurisdiction affects the court's authority itself and cannot be repaired by consent or waiver.
Reference Line: "An irregularity is a defect in the manner of exercising jurisdiction that the law permits to be cured, whereas an illegality is a defect going to the very existence of jurisdiction and rendering proceedings void from the outset. The classification determines the outcome, since a want of jurisdiction cannot be cured by consent, waiver or a saving provision, while a mere procedural misstep can be."
Explanation:
(a) Incorrect. Participation may be relevant to waiver of certain procedural objections, but it cannot create jurisdiction where none existed under law. A defect concerning the very authority of the court is an illegality rather than a curable irregularity.
(b) Incorrect. Acceptance of the court's authority by the accused cannot transform a jurisdictional defect into a procedural irregularity. The classification depends upon the legal nature of the defect, not upon whether the accused initially objected to it.
(c) Incorrect. Consent cannot confer criminal jurisdiction upon a court that the law has not authorised to try the matter. Fairness in the conduct of the trial does not cure the foundational absence of legal authority.
(d) Correct. A complete want of jurisdiction goes to the root of the proceedings and renders them legally defective from inception. Such an illegality cannot be validated by consent, acquiescence, waiver or a statutory provision designed merely to save procedural irregularities.

3. **Correct Answer:** (a) Statements i and iii only
Reference Line: "Cognizance is not defined in the Code and denotes the point at which a Magistrate first applies his judicial mind to the suspected commission of an offence, requiring no formal act. It is a condition precedent to the initiation of proceedings and is distinct from the initiation itself, and the settled principle is that cognizance is taken of the offence and not of persons."
Explanation:
(a) Correct. Statement i correctly identifies cognizance with the Magistrate's application of judicial mind to the suspected offence. Statement iii is also correct because the settled position is that cognizance concerns the offence and not the persons who may eventually be proceeded against.
(b) Incorrect. Statement i is correct, but Statement ii is inconsistent with the principle that cognizance requires no particular formal act. Judicial application of mind, rather than the recording of a specially designated order, marks the relevant stage.
(c) Incorrect. Both statements are contrary to the supplied principle. A formal recorded act is not indispensable for cognizance, and cognizance is conceptually distinct from the subsequent initiation of proceedings.
(d) Incorrect. Statement iii is correct, but Statement iv wrongly merges two distinct procedural stages. Cognizance is a condition precedent to initiation of proceedings and therefore cannot be treated as legally identical to that initiation.

4. **Correct Answer:** (c) The High Court should decline quashing where the defect causes no failure of justice, because power is exercised sparingly at a nascent stage.

Reference Line: "The High Court may exercise inherent powers to give effect to any order under the Code, to prevent abuse of the process of any court, or to secure the ends of justice, and this is the route ordinarily taken to quash a complaint or an order issuing process. The power is exercised sparingly, and a technical defect that does not occasion a failure of justice is not a sufficient ground for quashing proceedings at a nascent stage."

Explanation:

(a) Incorrect. Section 482 is not a general mechanism for correcting every technical defect occurring at the beginning of criminal proceedings. Its extraordinary character requires restraint, particularly where the alleged defect has produced no failure of justice or abuse of process.

(b) Incorrect. Mere existence of an irregularity does not automatically convert continuation of proceedings into an abuse of process. The High Court must consider whether intervention is necessary to prevent abuse or secure justice rather than treating every procedural imperfection as sufficient.

(c) Correct. A technical defect causing no demonstrated failure of justice ordinarily does not justify quashing proceedings at a nascent stage. The inherent power exists to prevent abuse and secure justice, but its sparing exercise prevents technical objections from unnecessarily terminating otherwise sustainable proceedings.

(d) Incorrect. Section 482 may be invoked to quash a complaint or even an order issuing process before trial evidence is recorded. The error lies in treating completion of trial as a jurisdictional prerequisite for exercise of the High Court's inherent powers.

5. Correct Answer: (b) Section 2(d)

Reference Line: "Its reach is confined by the definition of 'election' in Section 2(d), which covers only elections to either House of Parliament or to the Legislature of a State, so the Act does not extend to elections to municipalities."

Explanation:

(a) Incorrect. Section 33A concerns the statutory disclosure obligations imposed upon candidates. It operates alongside Section 125A but does not provide the definition of "election" that determines the territorial and institutional reach of the Representation of the People Act, 1951.

(b) Correct. Section 2(d) supplies the relevant statutory definition of "election." That definition is limited to elections to either House of Parliament or to a State Legislature, which is why municipal elections fall outside that definition.

(c) Incorrect. Section 125A creates penal consequences for failure to furnish information, concealment of information or giving false information in the prescribed candidate affidavit. It does not itself define the elections to which the Representation of the People Act applies.

(d) Incorrect. Article 243ZA is a constitutional provision governing the superintendence, direction and control of municipal elections by the State Election Commission. It is not the definitional provision within the Representation of the People Act, 1951.

3. Advocate Cannot Compromise Without Client's Authorisation

1. **Correct Answer:** (d) The court cannot record the disputed settlement without satisfying the written-

and-signed requirement and deciding whether the parties actually reached a lawful adjustment.
Reference Line: "This provision permits a court to record a compromise and pass a decree in its terms only where the suit has been adjusted by a lawful agreement or compromise in writing and signed by the parties, or where the defendant has satisfied the plaintiff regarding the subject matter. The decree may extend to matters beyond the subject matter of the suit so far as it relates to the parties, and the proviso requires the court itself to decide any dispute over whether an adjustment was in fact arrived at, without granting adjournment except for reasons recorded."
Explanation:
(a) Incorrect. Order XXIII Rule 3 does not permit a disputed oral settlement to be transformed into a compromise decree merely because counsel reports its existence. Where reliance is placed upon an agreement or compromise, the statutory requirements of writing and signature must be satisfied. Hence, option (a) is not the correct answer.
(b) Incorrect. The fact that the settlement concerns rights already involved in the suit does not dispense with the prescribed requirements for recording a compromise. The provision separately permits a decree extending beyond the original subject matter, but that does not remove the requirement applicable to the compromise itself. Hence, option (b) is not the correct answer.
(c) Incorrect. When one party alleges an adjustment and the other denies it, the proviso places the responsibility upon the court to determine whether the adjustment was actually arrived at. That inquiry cannot simply be postponed until after a compromise decree has been passed. Hence, option (c) is not the correct answer.
(d) Correct. No written and signed compromise exists, no satisfaction has occurred, and Priya expressly disputes the alleged adjustment. The court must therefore determine whether a lawful adjustment exists before recording any compromise, rather than mechanically accepting counsel's assertion. Hence, option (d) is the correct answer.

2. **Correct Answer:** (a) The decree is unsustainable because coercion makes the agreement voidable under contract law and therefore not lawful for purposes of recording compromise.
Reference Line: "An agreement that is void or voidable under the Indian Contract Act is not deemed lawful for the purposes of the Rule, which imports the general law of contract into the validity of compromises. Consent obtained by coercion, undue influence, fraud, misrepresentation or mistake under Sections 15 to 22 of that Act therefore vitiates the compromise and removes the foundation on which a consent decree rests."
Explanation:
(a) Correct. A compromise must not merely satisfy formal requirements of writing and signature; it must also constitute a lawful agreement. Coercion affects the validity of consent under contract law, and a voidable agreement is expressly excluded from the meaning of a lawful compromise under Order XXIII Rule 3. Hence, option (a) is the correct answer.
(b) Incorrect. Writing and signatures satisfy only formal aspects of the compromise requirement. They cannot cure a defect in consent where the agreement itself is void or voidable under the Indian Contract Act because of coercion or another recognised vitiating factor. Hence, option (b) is not the correct answer.
(c) Incorrect. The coercion need not relate to the underlying cause of action in the original suit. What

matters is whether consent to the compromise itself was legally valid, because the compromise decree derives its foundation from the agreement between the parties. Hence, option (c) is not the correct answer.
(d) Incorrect. The proposition incorrectly treats contractual invalidity as beyond the competence of the court concerned with the compromise. Order XXIII Rule 3 itself incorporates the law governing void and voidable agreements while determining whether the compromise is lawful. Hence, option (d) is not the correct answer.

3. **Correct Answer:** (c) Statements i and iii only
Reference Line: "Although the court largely places a seal of approval on what the parties have agreed, its role cannot be reduced to that of a mere recorder, and it must apply its judicial mind to the terms to satisfy itself that they are lawful. This duty of scrutiny is what distinguishes a decree from a private settlement and is the safeguard against collusive or unlawful arrangements being clothed with judicial sanctity."
Explanation:
(a) Incorrect. Statement i correctly recognises the court's duty to examine lawfulness, but Statement ii contradicts that very duty by reducing the court's function to a merely ministerial exercise. The court cannot record whatever the parties place before it without judicial scrutiny. Hence, option (a) is not the correct answer.
(b) Incorrect. Both Statements ii and iv misconceive the nature of a compromise decree. Judicial approval is not an empty formality, and the court's scrutiny is precisely what distinguishes a judicially recorded compromise from an ordinary private settlement. Hence, option (b) is not the correct answer.
(c) Correct. Statement i accurately identifies the court's obligation to satisfy itself regarding the lawfulness of the compromise. Statement iii also correctly explains the protective purpose of this scrutiny against collusive or unlawful settlements obtaining judicial sanction. Hence, option (c) is the correct answer.
(d) Incorrect. Statement iii is correct, but Statement iv is incorrect because a private settlement does not acquire the character of a compromise decree merely through the parties' agreement. Judicial scrutiny and approval constitute an additional and legally significant stage. Hence, option (d) is not the correct answer.

4. **Correct Answer:** (b) The aggrieved party must approach the court that recorded the compromise for recall, because a separate suit and appeal are unavailable routes.
Reference Line: "No separate suit lies to set aside a decree on the ground that the compromise on which it is based was not lawful, so a fresh suit or an ordinary appeal is not maintainable against a consent decree. The remedy is confined to a recall application before the very court that recorded the compromise and passed the decree, which is bound to decide the dispute itself."
Explanation:
(a) Incorrect. Order XXIII Rule 3A specifically bars a separate suit seeking to set aside a decree on the ground that the underlying compromise was unlawful. The aggrieved party cannot circumvent the statutory scheme by commencing independent proceedings challenging the same compromise. Hence, option (a) is not the correct answer.

(b) Correct. The challenge must be placed before the court that recorded the compromise and passed the consent decree. The Supreme Court has reiterated that a fresh suit is barred and that the appropriate course is to approach the recording court through a recall application concerning the validity of the compromise. Hence, option (b) is the correct answer.
(c) Incorrect. Disputing voluntariness does not transform a consent decree into an ordinary adjudicated decree for appellate purposes. The statutory framework restricts an ordinary appeal from a decree passed with the consent of the parties and provides another procedural route for questioning the compromise. Hence, option (c) is not the correct answer.
(d) Incorrect. The court that recorded the compromise does not become incapable of examining whether the compromise itself was validly entered into. The statutory scheme instead requires that very court to consider the dispute regarding the existence or legality of the compromise. Hence, option (d) is not the correct answer.

5. **Correct Answer:** (d) Doctrine of estoppel
Reference Line: "A consent decree records the agreement of the parties without such adjudication and therefore does not satisfy the requirements of Section 11, so it does not operate as res judicata in the strict sense although it may bind the parties by estoppel."
Explanation:
(a) Incorrect. The doctrine of merger concerns the absorption of a lower judicial determination into a superior judicial determination in appropriate circumstances. It does not explain why parties may remain bound by the terms voluntarily incorporated into a consent decree. Hence, option (a) is not the correct answer.
(b) Incorrect. Waiver concerns the voluntary relinquishment of a known right and is conceptually different from the binding effect attributed to an agreement embodied in a consent decree. The supplied principle specifically identifies another doctrine as the relevant basis. Hence, option (b) is not the correct answer.
(c) Incorrect. Lis pendens regulates dealings with property while litigation concerning rights in that property remains pending. It does not furnish the doctrinal basis for the continuing binding effect of a consent decree after the parties have settled their dispute. Hence, option (c) is not the correct answer.
(d) Correct. Strict Section 11 res judicata presupposes that the relevant matter has been heard and finally decided, whereas a consent decree rests upon agreement rather than adjudication on merits. Nevertheless, the parties may remain bound because the consent decree operates as an estoppel until appropriately set aside. Hence, option (d) is the correct answer.

4. SC Sets Aside Orders for Relying on Fake AI-Generated Citations

1. **Correct Answer:** (a) The application cannot be admitted because Section 7 requires occurrence of default, and anticipated inability to repay does not satisfy that statutory condition.
Reference Line: "This provision enables a financial creditor, alone or jointly with others, to apply to the Adjudicating Authority for initiation of the corporate insolvency resolution process upon the occurrence of a default."
Explanation:
(a) Correct. Section 7 is triggered by the occurrence of a default and not merely by the existence of a

financial debt or apprehension regarding future repayment. Since the repayment obligation has not yet become due, no default capable of supporting admission has occurred. Hence, option (a) is the correct answer.
(b) Incorrect. Existence of a financial debt is necessary, but it does not by itself permit initiation of CIRP. The statutory trigger remains default, and commercial anxiety regarding the debtor's future capacity cannot replace that requirement. Hence, option (b) is not the correct answer.
(c) Incorrect. Financial deterioration may indicate commercial distress, but Section 7 does not equate deterioration with default. The Adjudicating Authority must satisfy itself that a legally cognisable default has actually occurred on the basis of appropriate evidence. Hence, option (c) is not the correct answer.
(d) Incorrect. Section 7 expressly permits a financial creditor to apply either alone or jointly with other financial creditors. Participation of every creditor is therefore unnecessary where the applicant independently satisfies the statutory requirements. Hence, option (d) is not the correct answer.

2. **Correct Answer:** (c) The guarantee continues because statutory restructuring does not extinguish an independently subsisting guarantee expressly preserved despite amalgamation of the guarantor.
Reference Line: "The liability of a corporate guarantor is independent and immediate on default, and a clause expressly preserving the guarantee notwithstanding absorption or amalgamation of the guarantor company prevents the arrangement from operating as a discharge."
Explanation:
(a) Incorrect. Corporate restructuring does not automatically extinguish contractual liabilities that survive under the governing instrument. Where the guarantee itself expressly contemplates amalgamation and preserves liability, the restructuring cannot by itself operate as a discharge. Hence, option (a) is not the correct answer.
(b) Incorrect. A fresh guarantee is unnecessary where the existing contractual instrument expressly preserves the obligation despite amalgamation. The statutory transfer accompanying restructuring carries the subsisting liability into the reorganised corporate structure. Hence, option (b) is not the correct answer.
(c) Correct. The guarantee expressly survives merger or amalgamation, and the liability of a corporate guarantor becomes enforceable upon default according to its terms. Statutory restructuring alone therefore does not extinguish the independently subsisting contractual obligation. Hence, option (c) is the correct answer.
(d) Incorrect. A change in corporate identity does not invariably discharge a surety. Discharge depends upon the terms of the guarantee, applicable statutory consequences and creditor conduct, and here the instrument expressly preserves liability despite restructuring. Hence, option (d) is not the correct answer.

3. **Correct Answer:** (d) Statements i, ii and iv only
Reference Line: "Article 141 declares that the law laid down by the Supreme Court is binding on all courts within the territory of India, and the discipline of precedent supplies the certainty and predictability on which the legal system rests. Where the material presented as precedent does not exist, the very foundation of the doctrine collapses and the determination built upon it ceases to be an act of adjudication."
Explanation:

(a) Incorrect. Statements i and ii accurately describe Article 141 and the systemic purpose of precedent. Statement iii is incorrect because a fabricated or nonexistent judgment cannot acquire precedential force merely because the reasoning attributed to it appears convincing. Hence, option (a) is not the correct answer.
(b) Incorrect. Statements i and iv are correct, but Statement iii contradicts the essential requirement that precedent must arise from an authentic judicial determination. A nonexistent authority cannot bind courts under Article 141. Hence, option (b) is not the correct answer.
(c) Incorrect. Statements ii and iv are correct, but Statement iii is legally unsustainable. Statement i has also been wrongly omitted because the binding character of law declared by the Supreme Court forms the constitutional foundation of Article 141. Hence, option (c) is not the correct answer.
(d) Correct. Statements i and ii correctly describe the constitutional authority and institutional purpose of precedent. Statement iv also follows because reliance upon fabricated authority destroys the authentic legal foundation required for reasoned adjudication. Hence, option (d) is the correct answer.

4. **Correct Answer:** (b) The moratorium restrains specified proceedings and asset enforcement against the corporate debtor so that its value may be preserved during the resolution process.
Reference Line: "On admission of an application, the Adjudicating Authority declares a moratorium which prohibits the institution or continuation of suits against the corporate debtor, transfer of its assets, enforcement of security interests, and recovery of property by owners or lessors. The purpose is to preserve the value of the corporate debtor as a going concern and to create a calm period during which resolution can be attempted."
Explanation:
(a) Incorrect. Section 14 is not confined to unsecured creditors. Its protective operation extends to enforcement of security interests and recovery of property by owners or lessors, thereby preventing individual enforcement actions from disrupting the collective resolution process. Hence, option (a) is not the correct answer.
(b) Correct. The moratorium creates a temporary protective period in which specified suits, enforcement measures, transfers and recoveries are restrained. Its central objective is preservation of the corporate debtor as a going concern while resolution efforts are undertaken. Hence, option (b) is the correct answer.
(c) Incorrect. A moratorium is a temporary restraint operating during the insolvency resolution framework and does not itself extinguish substantive claims or proprietary rights. It postpones specified enforcement action rather than permanently discharging the underlying obligations. Hence, option (c) is not the correct answer.
(d) Incorrect. Section 14 restricts not merely judicial proceedings but also transfers of corporate debtor assets and enforcement measures. Management therefore cannot avoid the moratorium simply by characterising an asset transfer as commercially advantageous. Hence, option (d) is not the correct answer.

5. **Correct Answer:** (a) Section 408
Reference Line: "The Tribunal is constituted under Section 408 and the Appellate Tribunal under Section 410 of the Companies Act, and they function as the Adjudicating Authority and appellate forum respectively under the Insolvency and Bankruptcy Code."

Explanation:
(a) Correct. Section 408 of the Companies Act, 2013 provides for the constitution of the National Company Law Tribunal. Under the insolvency framework, the NCLT functions as the Adjudicating Authority for corporate insolvency matters. Hence, option (a) is the correct answer.
(b) Incorrect. Section 410 concerns the constitution of the National Company Law Appellate Tribunal rather than the National Company Law Tribunal. The NCLAT functions as the statutory appellate forum over specified NCLT decisions. Hence, option (b) is not the correct answer.
(c) Incorrect. Section 420 concerns orders that may be passed by the Tribunal and does not constitute the NCLT itself. The statutory source establishing the Tribunal is found in an earlier provision of the Companies Act. Hence, option (c) is not the correct answer.
(d) Incorrect. Section 430 concerns the bar on jurisdiction of civil courts in matters that the Tribunal or Appellate Tribunal is empowered to determine. It is not the provision establishing the NCLT. Hence, option (d) is not the correct answer.

5. Proof of Attestation Not Proof of Will's Genuineness When There are Suspicious Circumstance

1. **Correct Answer:** (b) Formal proof through one attesting witness satisfies Section 68, but suspicious circumstances may still require convincing proof that the Will reflected free volition.
Reference Line: "Compliance with this mode of proof establishes the formal fact of attestation, but it is only the first step and does not by itself establish that the document is the free and informed act of the executant."
Explanation:
(a) Incorrect. Section 68 prescribes the evidentiary mode for proving an attested document, but compliance with that requirement does not conclusively establish the genuineness or voluntariness of a Will. Where genuine suspicious circumstances remain, the propounder must still satisfy the court that the Will represented the testator's free and informed testamentary act. Hence, option (a) is not the correct answer.
(b) Correct. The facts now establish due attestation by two witnesses in accordance with the statutory requirement, while one attesting witness has been examined to prove execution for the purposes of Section 68. Even after such formal proof, suspicious circumstances surrounding the Will must be satisfactorily explained before the court accepts it as the free and genuine act of the testator. Hence, option (b) is the correct answer.
(c) Incorrect. Section 68 ordinarily requires examination of at least one attesting witness where such a witness is alive, capable of giving evidence, and subject to the process of the court. It does not require every surviving attesting witness to testify merely because the document is a Will. Hence, option (c) is not the correct answer.
(d) Incorrect. Registration does not create a conclusive presumption that a Will was voluntarily and genuinely executed. Even where due attestation and formal execution are proved, suspicious surrounding circumstances may still require careful judicial scrutiny before the Will is accepted as the genuine testamentary act of the deceased. Hence, option (d) is not the correct answer.

2. **Correct Answer:** (d) The disposition warrants heightened scrutiny because the unnatural exclusion

and demonstrably false recital strengthen suspicious circumstances requiring satisfactory explanation from the propounders.

Reference Line: "A bequest that deprives a surviving spouse who is the sole Class I heir in favour of persons who are not close relatives is inherently unnatural and calls for circumspect scrutiny. There is no rule requiring a Will to state reasons, but where reasons are recited, their falsity strengthens rather than dispels the suspicion attaching to the instrument."

Explanation:

(a) Incorrect. Testamentary freedom permits exclusion of natural heirs, but such exclusion may constitute a suspicious circumstance when coupled with other unusual features. A false explanation recorded in the Will can materially strengthen the need for careful judicial examination rather than insulating the disposition from scrutiny. Hence, option (a) is not the correct answer.

(b) Incorrect. There is no absolute rule invalidating every Will that excludes a surviving spouse or favours persons outside the immediate family. The legal consequence is heightened scrutiny, not automatic invalidity, and the propounder may still sustain the Will by removing the legitimate suspicion. Hence, option (b) is not the correct answer.

(c) Incorrect. Although a Will need not state reasons for excluding an heir, reasons voluntarily recorded in the instrument may become relevant when their truthfulness is challenged. A demonstrably false recital may reinforce doubts regarding the circumstances in which the Will was executed. Hence, option (c) is not the correct answer.

(d) Correct. The combination of exclusion of the sole Class I heir, substantial benefit to distant acquaintances and a demonstrably false explanation creates circumstances calling for circumspect scrutiny. The propounders must therefore satisfactorily explain those circumstances before the court can accept the Will. Hence, option (d) is the correct answer.

3. **Correct Answer:** (a) Statements i, ii and iii only

Reference Line: "The burden of proving a Will rests on its propounder, and in the absence of suspicion, proof of testamentary capacity and of the signature suffices to discharge it. Where suspicious circumstances exist, the onus returns to the propounder to explain them, while a party who separately alleges fraud, undue influence or coercion carries the burden of establishing that allegation."

Explanation:

(a) Correct. Statements i, ii and iii accurately describe the shifting evidentiary burden governing proof of testamentary instruments. Statement iv is incorrect because a distinct allegation of fraud, coercion or undue influence must still be established by the party specifically asserting that vitiating circumstance. Hence, option (a) is the correct answer.

(b) Incorrect. Statements i and iii are correct, but Statement iv wrongly relieves the party alleging fraud or coercion from proving that separate allegation. Suspicious circumstances and affirmative allegations of misconduct involve related but distinct evidentiary burdens. Hence, option (b) is not the correct answer.

(c) Incorrect. Statements ii and iii correctly describe proof in ordinary and suspicious cases, but Statement iv is incorrect. Statement i has also been wrongly omitted because the foundational burden of proving the Will rests upon its propounder. Hence, option (c) is not the correct answer.

(d) Incorrect. Statements i and ii are correct, but Statement iv contradicts the supplied principle concerning separate allegations of fraud, undue influence or coercion. Statement iii has also been improperly excluded despite correctly describing the propounder's enhanced burden when suspicious circumstances arise. Hence, option (d) is not the correct answer.

4. **Correct Answer:** (c) The High Court ordinarily cannot disturb concurrent factual findings unless a substantial question of law arises, and judicial-conscience language alone creates none.
Reference Line: "A second appeal lies to the High Court only where the case involves a substantial question of law, which must be formulated and on which alone the appeal is heard. Concurrent findings of fact reached on an appraisal of evidence are ordinarily immune from interference, and the use of a formula such as satisfaction of the judicial conscience does not convert a question of fact into one of law."
Explanation:
(a) Incorrect. Testamentary disputes do not automatically generate substantial questions of law merely because the validity of a Will is contested. Where the lower courts have concurrently evaluated the evidence and reached factual conclusions, Section 100 CPC substantially restricts further interference. Hence, option (a) is not the correct answer.
(b) Incorrect. The expression "judicial conscience" describes the degree of satisfaction required where suspicious circumstances exist, but its use does not change the essential factual nature of evaluating evidence. A substantial question of law must independently arise before interference in second appeal becomes permissible. Hence, option (b) is not the correct answer.
(c) Correct. Section 100 CPC confines a second appeal to substantial questions of law that must be formulated by the High Court. Concurrent factual findings based upon appreciation of evidence ordinarily remain undisturbed, and reference to judicial conscience does not itself transform those findings into questions of law. Hence, option (c) is the correct answer.
(d) Incorrect. A second appeal is not a third factual hearing in which testamentary evidence is routinely reassessed. Concurrent findings concerning suspicious circumstances remain binding unless the case presents a substantial question of law warranting interference under the limited jurisdiction of Section 100 CPC. Hence, option (d) is not the correct answer.

5. **Correct Answer:** (b) Section 8
Reference Line: "Section 8 read with the Schedule places the widow among the Class I heirs who succeed simultaneously and to the exclusion of all others, and Section 10 governs the distribution of shares among them."
Explanation:
(a) Incorrect. Section 6 principally concerns devolution of interest in coparcenary property and the rights arising within the Mitakshara coparcenary framework. It is not the general provision that identifies Class I succession for a male Hindu dying intestate. Hence, option (a) is not the correct answer.
(b) Correct. Section 8 lays down the general order of succession to the property of a male Hindu dying intestate. Read with the Schedule, it places the widow within Class I heirs, who take before heirs belonging to subsequent statutory categories. Hence, option (b) is the correct answer.
(c) Incorrect. Section 10 governs the manner in which property is distributed among heirs falling within Class I after their entitlement has already arisen under Section 8 read with the Schedule. It does not itself create the widow's Class I status. Hence, option (c) is not the correct answer.
(d) Incorrect. Section 15 lays down the general rules of succession governing the property of a female

Hindu dying intestate. It does not determine the classification of heirs succeeding to the estate of a male Hindu. Hence, option (d) is not the correct answer.

6. Uncle-In-Law Cannot Adopt Niece's Husband as 'Ghar Damad'

1. **Correct Answer:** (c) The custom must fail unless affirmative evidence establishes its existence, scope and applicability to the parties, consistently with the custom actually pleaded.
Reference Line: "The party asserting a custom carries the burden of establishing both its existence and that the parties before the court are governed by it, and the absence of evidence disproving a prohibition is no substitute for affirmative proof. The evidence adduced must correspond to the custom pleaded and must not establish a usage wider than the one alleged."
Explanation:
(a) Incorrect. The absence of contrary evidence does not itself determine whether a binding custom exists. The party asserting the custom must affirmatively establish its existence, certainty, continuity and applicability to the parties. Hence, option (a) is not the correct answer.
(b) Incorrect. A solitary recent instance does not ordinarily establish the long, certain and continuous community usage required for recognition of a custom. The burden cannot be shifted merely because the opposing party failed to produce evidence specifically denying the practice. Hence, option (b) is not the correct answer.
(c) Correct. Rohan carries the burden of proving both the alleged custom and its applicability to the parties. His evidence must correspond to the precise custom pleaded, and absence of rebuttal cannot substitute for affirmative proof of the asserted customary rule. Hence, option (c) is the correct answer.
(d) Incorrect. Courts do not presume a custom merely because the asserted practice appears reasonable or is not expressly prohibited by statute. A custom must be proved through evidence establishing the essential attributes necessary for recognition as law. Hence, option (d) is not the correct answer.

2. **Correct Answer:** (a) The lease cannot establish ownership because it transfers only a right to enjoy property, regardless of the duration for which possession continued.
Reference Line: "Section 105 of the Transfer of Property Act, 1882 defines a lease as a transfer of a right to enjoy immovable property for a term or in perpetuity in consideration of rent or premium, which vests possession and enjoyment but not ownership in the lessee. A lease deed therefore cannot be the foundation of a claim to title, whatever the duration of possession under it."
Explanation:
(a) Correct. Section 105 distinguishes the transfer of a right to enjoy property from transfer of ownership itself. Even an exceptionally long lease and prolonged possession under it do not convert the lessee's contractual interest into proprietary title merely by passage of time. Hence, option (a) is the correct answer.
(b) Incorrect. Prolonged possession under a lease remains referable to the leasehold relationship and does not automatically mature into ownership merely because possession continues for an extended period. The source of Meera's possession therefore undermines rather than establishes her ownership claim. Hence, option (b) is not the correct answer.
(c) Incorrect. Payment of rent is consistent with the existence of a lease and reflects consideration for the right to enjoy the property. It does not transform the lessee's interest into ownership or alter the legal

nature of the original transfer. Hence, option (c) is not the correct answer.
(d) Incorrect. Section 105 itself recognises that a lease may operate even in perpetuity while remaining a transfer of the right to enjoy rather than ownership. Permanence of enjoyment therefore does not make a lease legally equivalent to conveyance of title. Hence, option (d) is not the correct answer.

3. **Correct Answer:** (d) Statements i, ii and iv only
Reference Line: "Section 2(2) of the Hindu Succession Act, 1956 and Section 2(2) of the Hindu Marriage Act, 1955 exclude members of Scheduled Tribes from the operation of those enactments unless the Central Government by notification directs otherwise. In consequence, succession within such communities continues to be governed by their own customary law, which must be proved as a matter of fact in each case."
Explanation:
(a) Incorrect. Statements i and ii are correct, but Statement iii is incorrect. Failure to establish a particular custom does not itself activate the Hindu Succession Act because statutory exclusion continues unless the prescribed Central Government notification applies. Hence, option (a) is not the correct answer.
(b) Incorrect. Statements ii and iv are correct, but Statement iii wrongly assumes that absence of proof of custom removes statutory exclusion. Statement i has also been wrongly omitted despite accurately reflecting Section 2(2) of the Hindu Succession Act. Hence, option (b) is not the correct answer.
(c) Incorrect. Statements i and iv are correct, but Statement iii is incorrect because statutory applicability does not arise merely from evidentiary failure concerning custom. Statement ii is also correct and has been improperly excluded. Hence, option (c) is not the correct answer.
(d) Correct. Statements i and ii correctly identify the statutory exclusions contained in the Hindu Succession Act and Hindu Marriage Act. Statement iv also correctly recognises that customary succession may govern excluded communities and must be proved as a factual matter. Hence, option (d) is the correct answer.

4. **Correct Answer:** (b) The High Court must hear and decide the formulated substantial question because merely invoking concurrent findings does not discharge its appellate obligation.
Reference Line: "Section 100 of the Code of Civil Procedure, 1908 permits a second appeal only on a substantial question of law, which must be formulated at the stage of admission and on which the appeal is then heard. Once such a question is framed, the High Court is bound to hear the parties and decide it on merits, and disposing of the appeal solely by pointing to the concurrent nature of the findings defeats the purpose of formulating the question."
Explanation:
(a) Incorrect. Once the High Court has formulated a substantial question of law, Section 100 requires the appeal to be heard on that question. Reliance merely upon concurrent findings cannot substitute for a determination of the legal issue already identified. Hence, option (a) is not the correct answer.
(b) Correct. Formulation of a substantial question of law creates an obligation to hear the parties and adjudicate that question on merits. The existence of concurrent factual findings does not permit the High Court to avoid answering the legal issue on which the appeal was admitted. Hence, option (b) is the correct answer.
(c) Incorrect. Framing a substantial question of law does not transform a second appeal into a general

rehearing of all factual issues. The High Court's jurisdiction remains confined principally to the formulated substantial question rather than the entire evidentiary record. Hence, option (c) is not the correct answer.
(d) Incorrect. Concurrent findings do not automatically require remand. The High Court may itself determine the formulated substantial question of law where the record permits, without directing a fresh factual inquiry merely because the courts below reached concurrent conclusions. Hence, option (d) is not the correct answer.

5. Correct Answer: (c) Section 48
Reference Line: “Section 48 of the Indian Evidence Act, 1872 makes relevant the opinions of persons who would be likely to know of the existence of a general custom or right, where the court has to form an opinion on such existence.”
Explanation:
(a) Incorrect. Section 45 principally concerns opinions of experts on matters such as foreign law, science, art, handwriting and similar specialised subjects. It is not the specific provision dealing with opinions concerning the existence of general customs or rights. Hence, option (a) is not the correct answer.
(b) Incorrect. Section 47 concerns opinion as to handwriting by a person acquainted with the handwriting of the person concerned. It does not govern opinion evidence relating to long-standing general customs or community rights. Hence, option (b) is not the correct answer.
(c) Correct. Section 48 specifically makes relevant the opinions of persons who are likely to know about the existence of a general custom or right. The provision recognises informed community knowledge as relevant where such customary existence must be judicially determined. Hence, option (c) is the correct answer.
(d) Incorrect. Section 50 concerns opinion evidence relevant to the existence of relationships between persons, expressed by conduct by persons having special means of knowledge. It does not specifically govern evidence regarding general customs or rights. Hence, option (d) is not the correct answer.

7. Citizenship Status Must Be Determined Through Fair Process

1. **Correct Answer:** (a) The reverse burden cannot fairly operate until proceedings are lawfully initiated and Sameer is informed of the case he must answer.
Reference Line: “The reverse burden is justified because facts of birth, parentage, residence and lineage lie within the special knowledge of the person concerned, but it arises only after the proceeding is lawfully initiated and the case to be met is disclosed.”
Explanation:
(a) Correct. Section 9 places the burden of proving non-foreigner status upon the person concerned, but that burden does not arise in a procedural vacuum. The proceeding must first be lawfully initiated and the person must know the factual case requiring an answer. Hence, option (a) is the correct answer.
(b) Incorrect. Special knowledge explains why the statute reverses the ordinary burden, but it does not authorise initiation upon undisclosed suspicion alone. The person must receive sufficient notice of the case before the evidentiary burden can meaningfully be discharged. Hence, option (b) is not the correct answer.
(c) Incorrect. Section 9 modifies the ordinary rule concerning burden of proof, but it does not erase

requirements of notice, lawful initiation and fair opportunity. Procedural fairness continues to govern the Tribunal's exercise of its adjudicatory function. Hence, option (c) is not the correct answer.
(d) Incorrect. A mere questioning of citizenship cannot itself establish foreigner status. The Tribunal must proceed on disclosed grounds and evaluate evidence within the statutory framework before reaching an adverse conclusion. Hence, option (d) is not the correct answer.

2. Correct Answer: (d) The declaration is defective because absence permits ex parte continuation but does not itself prove foreigner status without scrutiny of the available material.
Reference Line: "However, absence deprives the defaulting party only of the opportunity to lead evidence and does not convert that absence into proof of the opposing allegation, so the adjudicating authority must still test whether the material on record supports the conclusion."
Explanation:
(a) Incorrect. Although Farida bears a statutory burden and was expected to participate diligently, her absence does not become substantive proof of foreign nationality. The Tribunal must still determine whether the evidence before it supports the conclusion reached. Hence, option (a) is not the correct answer.
(b) Incorrect. Ex parte procedure allows the forum to continue despite non-appearance, but it does not convert every allegation into an admitted fact. The adjudicatory duty to assess the material before the Tribunal remains intact. Hence, option (b) is not the correct answer.
(c) Incorrect. Non-appearance may deprive Farida of an opportunity to adduce her own evidence, but it does not relieve the Tribunal of examining the evidence produced by the referring authority. The statutory forum remains responsible for reaching an evidentiary conclusion. Hence, option (c) is not the correct answer.
(d) Correct. Default affects participation, not the evidentiary standard governing the final determination. The Tribunal may proceed ex parte but must still test whether the material on record justifies declaring Farida a foreigner. Hence, option (d) is the correct answer.

3. Correct Answer: (b) Statements i, iii and iv only
Reference Line: "A foreigner is entitled to the protection of life and personal liberty under Article 21, though the right to reside and settle in any part of India under Article 19(1)(e) is confined to citizens. The State may lawfully regulate the entry, stay and removal of foreigners, but a person whose status is under inquiry is not placed outside the protection of fair procedure."
Explanation:
(a) Incorrect. Statements i and iii are correct, but Statement ii is incorrect because Article 19(1)(e) is a citizenship-specific guarantee. Statement iv has also been wrongly omitted despite accurately reflecting the continuing requirement of fair procedure. Hence, option (a) is not the correct answer.
(b) Correct. Article 21 protects persons rather than citizens alone, the State retains authority to regulate foreigners, and status inquiry does not extinguish procedural fairness. Statement ii alone is incorrect because Article 19(1)(e) is confined to citizens. Hence, option (b) is the correct answer.
(c) Incorrect. Statements iii and iv are correct, but Statement ii wrongly extends a citizen-specific right to foreigners. Statement i has also been improperly omitted because Article 21 expressly protects every person within the constitutional framework. Hence, option (c) is not the correct answer.
(d) Incorrect. Statements i and iv are correct, but Statement ii is legally incorrect. Statement iii is also

correct because the State may regulate the entry, stay and removal of foreigners subject to applicable constitutional and statutory safeguards. Hence, option (d) is not the correct answer.

4. Correct Answer: (c) The High Court should ordinarily correct the defect and remit the factual inquiry to the designated Tribunal rather than become the first-instance fact-finding forum.
Reference Line: "Where a statute designates a specialised tribunal to conduct the factual inquiry, the appropriate course on finding the adjudication defective is a conditional remand to that forum rather than substitution of the statutory mechanism."
Explanation:
(a) Incorrect. A breach of natural justice may justify writ intervention, but it does not ordinarily transfer the specialised fact-finding function permanently to the High Court. The statutory Tribunal remains the primary forum designated to assess disputed factual material. Hence, option (a) is not the correct answer.
(b) Incorrect. The existence of a specialised statutory forum does not wholly exclude Article 226. The High Court may intervene for jurisdictional errors, violations of natural justice or other recognised legal infirmities affecting the Tribunal's determination. Hence, option (b) is not the correct answer.
(c) Correct. Article 226 permits correction of procedural and jurisdictional defects, but the High Court is ordinarily not the forum for original appreciation of contested evidence. A remand preserves both constitutional supervision and the statutory allocation of fact-finding responsibility. Hence, option (c) is the correct answer.
(d) Incorrect. Supervisory jurisdiction does not convert the High Court into an unrestricted trial forum for every disputed factual issue. Where the legislature has designated a specialised Tribunal, primary factual adjudication ordinarily remains with that body. Hence, option (d) is not the correct answer.

5. Correct Answer: (a) Article 11
Reference Line: "Article 11 preserves the power of Parliament to make provision with respect to acquisition and termination of citizenship and all other matters relating to it, citizenship being a subject in the Union List."
Explanation:
(a) Correct. Article 11 expressly preserves Parliament's legislative authority over acquisition and termination of citizenship as well as other matters concerning citizenship. It provides the constitutional foundation for parliamentary legislation in this field. Hence, option (a) is the correct answer.
(b) Incorrect. Article 9 addresses the consequence of voluntary acquisition of citizenship of a foreign State for persons claiming citizenship under specified constitutional provisions. It does not confer Parliament's general legislative power over citizenship matters. Hence, option (b) is not the correct answer.
(c) Incorrect. Article 10 deals with continuance of citizenship rights subject to laws made by Parliament. It recognises continued citizenship but does not itself constitute the principal enabling provision for Parliament's legislative competence. Hence, option (c) is not the correct answer.
(d) Incorrect. Article 5 identifies persons who became citizens at the commencement of the Constitution on the basis of domicile and specified connecting factors. It does not preserve Parliament's general power to legislate concerning citizenship. Hence, option (d) is not the correct answer.

8. Contract Denying Interest On Security Deposit Not Against Public Policy

1. **Correct Answer:** (d) The clause is not void merely for commercial imbalance unless it falls within a recognised head of unlawfulness or public policy.

Reference Line: "Public policy is an unruly horse invoked sparingly and confined to well recognised heads, since a term is not opposed to public policy merely because it appears one sided or commercially disadvantageous to one party. A stipulation that is neither immoral nor unlawful nor destructive of any statutory purpose cannot be struck down under this head simply on grounds of perceived fairness."

Explanation:

(a) Incorrect. Commercial disadvantage, even if substantial, does not by itself bring a contractual term within the doctrine of public policy. The doctrine is applied narrowly and requires the impugned stipulation to fall within a recognised head of illegality, immorality or established public policy. Hence, option (a) is not the correct answer.

(b) Incorrect. Unequal allocation of risk is not inherently unlawful where competent parties have freely negotiated their bargain. Section 23 does not authorise invalidation merely because one party ultimately bears a heavier financial consequence under the agreed terms. Hence, option (b) is not the correct answer.

(c) Incorrect. Contract law does not require perfect symmetry of rights and liabilities between commercially competent parties. An obligation does not become unenforceable merely because an identical reciprocal burden has not been imposed upon the other contracting party. Hence, option (c) is not the correct answer.

(d) Correct. Nisha challenges the clause only because it is commercially burdensome, without bringing it within any recognised head under Section 23 or established public policy. Perceived unfairness alone does not permit a court to invalidate a freely negotiated contractual allocation of risk. Hence, option (d) is the correct answer.

2. **Correct Answer:** (b) The court cannot add reciprocal interest because doing so would replace the parties' express bargain with a contractual term they never adopted.

Reference Line: "The function of a court is to interpret and enforce the bargain the parties actually made, and it cannot substitute its own view of a presumed commercial understanding where the terms are explicitly expressed. Adding terms that the parties did not include, however reasonable they may seem, amounts to making a new contract and lies outside the judicial function."

Explanation:

(a) Incorrect. Judicial concern with fairness does not authorise alteration of express contractual terms merely to create greater economic balance. Where the bargain clearly distinguishes between an interest-free security deposit and interest-bearing delayed rent, the court must respect that allocation. Hence, option (a) is not the correct answer.

(b) Correct. The contract expressly addresses both the security deposit and delayed rent and treats them differently. Imposing reciprocal interest upon the landlord would therefore introduce an obligation that the parties deliberately did not include and would amount to judicial rewriting. Hence, option (b) is the correct answer.

(c) Incorrect. Interest on delayed rent compensates for a specific contractual default and does not automatically create an equivalent obligation concerning every sum held under the agreement. The

security deposit operates for a different contractual purpose and is governed by its own express terms. Hence, option (c) is not the correct answer.
(d) Incorrect. Differing financial obligations do not demonstrate absence of consensus ad idem where the parties knowingly accepted clearly expressed provisions. Consensus concerns agreement upon contractual terms, not mathematical symmetry between the burdens imposed by those terms. Hence, option (d) is not the correct answer.

3. **Correct Answer:** (a) Statements i, iii and iv only
Reference Line: "Mutuality of obligation does not require symmetry in every term, and a court may not imply a term merely because it would balance the bargain more evenly. An implied term must be necessary to give business efficacy to the contract or so obvious that it goes without saying, and it cannot contradict an express stipulation."
Explanation:
(a) Correct. Statements i, iii and iv accurately reflect the governing principles concerning mutuality and implied contractual terms. Statement ii is incorrect because greater commercial fairness or symmetry alone is insufficient justification for judicial implication of an additional obligation. Hence, option (a) is the correct answer.
(b) Incorrect. Statements i and iii are correct, but Statement ii incorrectly treats perceived commercial fairness as an independent basis for implying contractual terms. Statement iv has also been wrongly omitted despite correctly limiting implication where an express provision already governs the matter. Hence, option (b) is not the correct answer.
(c) Incorrect. Statements iii and iv are correct, but Statement ii is inconsistent with the limited doctrine governing implied terms. Statement i has also been improperly excluded because contractual mutuality does not demand exact symmetry in every obligation. Hence, option (c) is not the correct answer.
(d) Incorrect. Statements i and iv are correct, but Statement ii incorrectly permits judicial alteration merely to rebalance the bargain. Statement iii is also correct because necessity for business efficacy or obviousness ordinarily supplies the recognised foundation for implication. Hence, option (d) is not the correct answer.

4. **Correct Answer:** (c) The exemption is limited to thirty days because both limbs must be read harmoniously and the corresponding time obligation defines its intended operation.
Reference Line: "A contractual clause must be read in its entirety and its parts construed harmoniously, since no limb may be isolated so as to defeat the operation of the rest. Where one limb confers an exemption and another imposes a corresponding time bound obligation, the two are interdependent and the exemption cannot be stretched beyond the period the clause itself contemplates."
Explanation:
(a) Incorrect. Contractual interpretation does not permit one part of a clause to be detached from another where both address the same commercial arrangement. Reading the exemption independently would render the accompanying thirty-day removal obligation substantially ineffective. Hence, option (a) is not the correct answer.
(b) Incorrect. Contractual benefits are not automatically given their widest possible operation when such an interpretation would defeat another part of the same clause. The exemption and removal obligation must instead be construed as parts of one coherent contractual scheme. Hence, option (b) is not the

correct answer.
(c) Correct. The exemption and the thirty-day removal obligation concern the same period and must be read together. Harmonious construction prevents the exemption from being extended indefinitely when the clause itself contemplates performance within a defined thirty-day window. Hence, option (c) is the correct answer.
(d) Incorrect. The presence of related provisions dealing with exemption and timing does not itself produce uncertainty. Harmonious interpretation allows both limbs to operate meaningfully by treating the thirty-day requirement as defining the temporal scope of the exemption. Hence, option (d) is not the correct answer.

5. **Correct Answer:** (d) Section 74
Reference Line: "Section 74 of the Indian Contract Act, 1872 governs stipulations by way of penalty and permits reasonable compensation, but a genuine earnest or security deposit stands on a distinct footing from a penal stipulation."
Explanation:
(a) Incorrect. Section 70 concerns obligations arising where a person lawfully does something for another without intending to act gratuitously and the other person enjoys the benefit. It does not govern contractual penalties or stipulated compensation for breach. Hence, option (a) is not the correct answer.
(b) Incorrect. Section 72 deals with money paid or things delivered by mistake or under coercion and the corresponding obligation to repay or return them. It is unrelated to the statutory regulation of penalty clauses. Hence, option (b) is not the correct answer.
(c) Incorrect. Section 73 lays down the general rule concerning compensation for loss or damage caused by breach of contract. The specific statutory treatment of a sum named or penalty stipulated in the contract is contained in the succeeding provision. Hence, option (c) is not the correct answer.
(d) Correct. Section 74 governs cases where a contract names a sum payable upon breach or contains another stipulation by way of penalty. It authorises reasonable compensation subject to the statutory framework rather than automatic enforcement of every penal amount stipulated. Hence, option (d) is the correct answer.

9. Article 227 Cannot be Invoked to Challenge Rejection of Application by Arbitral Tribunal

1. **Correct Answer:** (c) Aarav must ordinarily await the final award and raise the rejected jurisdictional objection through the statutory challenge available under Section 34.
Reference Line: "A jurisdictional plea must be raised no later than the statement of defence, a plea of excess of authority as soon as the matter arises, and where the plea is rejected the Tribunal continues and makes an award, the aggrieved party's remedy lying under Section 34."
Explanation:
(a) Incorrect. Section 16 does not contemplate routine immediate judicial challenges whenever the tribunal rejects an objection to jurisdiction. The statutory design allows arbitration to continue and postpones judicial scrutiny of that rejected objection until the award stage. Hence, option (a) is not the correct answer.
(b) Incorrect. Section 37 deliberately permits an appeal where the tribunal accepts certain jurisdictional

pleas, but does not provide an equivalent appeal against their rejection. That omission reflects the legislative intention that arbitration continue without interruption. Hence, option (b) is not the correct answer.
(c) Correct. Once the tribunal rejects Aarav's jurisdictional plea, it may continue the proceedings and render an award. Aarav can then challenge the jurisdictional determination along with the final award under Section 34 on the available statutory grounds. Hence, option (c) is the correct answer.
(d) Incorrect. Rejection of a jurisdictional plea is not beyond later judicial scrutiny. The objection is preserved for challenge at the post-award stage under Section 34 rather than being extinguished altogether. Hence, option (d) is not the correct answer.

2. **Correct Answer:** (a) The arbitration clause may survive independently because invalidity of the substantive contract does not by itself invalidate the separate arbitration agreement.
Reference Line: "An arbitration clause embedded in a contract is treated as an agreement distinct from the substantive terms in which it is contained, and it survives the invalidity, termination or frustration of the main contract."
Explanation:
(a) Correct. The doctrine of separability treats the arbitration clause as legally distinct from the substantive contract in which it appears. A challenge to the validity of the main contract therefore does not automatically eliminate the agreed arbitral forum for deciding that challenge. Hence, option (a) is the correct answer.
(b) Incorrect. This proposition collapses the arbitration clause into the substantive contract and disregards the statutory principle of separability. Invalidity of the main bargain does not necessarily establish invalidity of the independently treated arbitration agreement. Hence, option (b) is not the correct answer.
(c) Incorrect. The parties need not execute a fresh arbitration agreement merely because the substantive contract is challenged or later found invalid. The existing arbitration clause may continue to operate by virtue of its autonomous legal character. Hence, option (c) is not the correct answer.
(d) Incorrect. Separability is particularly important where the validity or existence of the underlying contract itself is disputed. Its operation is not confined to cases where contractual performance has already commenced under an otherwise valid agreement. Hence, option (d) is not the correct answer.

3. **Correct Answer:** (d) Statements i, ii and iv only
Reference Line: "Section 37 makes only specified orders appealable, including refusal to refer parties to arbitration, orders on interim measures, and the setting aside or refusal to set aside an award, and notably an order accepting a plea under Section 16(2) or (3). The deliberate omission of an appeal against rejection of such a plea confirms that the legislature intended the arbitration to continue to an award before that question is judicially reviewed."
Explanation:
(a) Incorrect. Statements i and ii are correct, but Statement iii is incorrect because Section 37 does not provide an immediate appeal against rejection of a jurisdictional plea. Statement iv has also been wrongly omitted despite accurately explaining the legislative scheme. Hence, option (a) is not the correct answer.
(b) Incorrect. Statements i and iv are correct, but Statement iii incorrectly equates acceptance and rejection of Section 16 pleas for appellate purposes. Statement ii is also correct and has therefore been

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improperly excluded. Hence, option (b) is not the correct answer.
(c) Incorrect. Statements ii and iv are correct, but Statement iii is contrary to the deliberate statutory omission of an appeal against rejection of jurisdiction. Statement i is also correct because Section 37 creates only specified appellate rights. Hence, option (c) is not the correct answer.
(d) Correct. Section 37 provides a limited and enumerated appellate mechanism. Refusal to refer may be appealable, while rejection of a Section 16 jurisdictional plea is omitted so that the arbitration can continue until judicial review becomes available after the award. Hence, option (d) is the correct answer.

4. **Correct Answer:** (b) The High Court should ordinarily decline interference because pending arbitration warrants supervision only where patent lack of inherent jurisdiction is plainly demonstrated.
Reference Line: "Supervisory interference during pending arbitral proceedings is confined to orders so perverse that the only possible conclusion is a patent lack of inherent jurisdiction, a defect requiring no argument because it must stare one in the face."
Explanation:
(a) Incorrect. Article 227 is supervisory rather than appellate and does not authorise correction of every arguable error committed by an arbitral tribunal. Intervention during arbitration remains exceptional and is not justified merely because another view of law or fact is possible. Hence, option (a) is not the correct answer.
(b) Correct. Where the alleged defect requires elaborate argument and no patent absence of jurisdiction is apparent, supervisory interference is ordinarily inappropriate. The statutory policy favours continuation of arbitration unless the jurisdictional defect is manifest and fundamental. Hence, option (b) is the correct answer.
(c) Incorrect. Raising a jurisdictional contention does not automatically require the High Court to halt arbitration. Such an approach would undermine both minimal judicial intervention and the tribunal's primary authority to determine its own jurisdiction. Hence, option (c) is not the correct answer.
(d) Incorrect. Article 227 does not transform supervisory jurisdiction into a general appellate mechanism over arbitral orders. Its purpose is to keep subordinate forums within jurisdictional bounds, not to provide an additional statutory appeal against interlocutory decisions. Hence, option (d) is not the correct answer.

5. **Correct Answer:** (c) Section 34
Reference Line: "An arbitral award may be set aside on the limited grounds enumerated in Section 34, including incapacity of a party, invalidity of the agreement, want of proper notice, an award beyond the scope of submission, irregularity in the composition or procedure, non-arbitrability of the subject matter, and conflict with the public policy of India."
Explanation:
(a) Incorrect. Section 16 governs the arbitral tribunal's competence to decide questions relating to its own jurisdiction, including objections to the existence or validity of the arbitration agreement. It is not the provision governing setting aside of the final award. Hence, option (a) is not the correct answer.
(b) Incorrect. Section 37 identifies specified orders from which an appeal may be maintained under the Act. It does not itself provide the principal statutory mechanism for seeking annulment of an arbitral award. Hence, option (b) is not the correct answer.
(c) Correct. Section 34 provides the designated statutory remedy for seeking to set aside an arbitral

award on the limited grounds expressly recognised by the Act. Judicial review at this stage remains confined to those prescribed grounds. Hence, option (c) is the correct answer.
(d) Incorrect. Section 8 governs reference to arbitration by a judicial authority where an action concerns a matter covered by an arbitration agreement. It does not regulate post-award applications seeking to set aside an arbitral award. Hence, option (d) is not the correct answer.

10. Rectification Deed Cannot Change Property Identity Without Transferor's Consent

1. **Correct Answer:** (b) Rectification may be granted because mutual mistake caused the instrument to misstate the parties' concluded common intention without creating any new bargain.
Reference Line: "Where a contract or instrument does not express the real intention of the parties because of fraud or mutual mistake, either party may institute a suit to have the instrument rectified, and the court may direct rectification if satisfied that the parties had a real common intention that the instrument failed to record."
Explanation:
(a) Incorrect. Registration authenticates execution and gives legal effect to the instrument, but it does not prevent rectification where the written document fails to record the parties' actual common intention because of mutual mistake. Hence, option (a) is not the correct answer.
(b) Correct. The prior correspondence establishes that both parties intended Plot 12, while the reference to Plot 21 resulted from a common drafting error. Rectification therefore corrects the expression of the existing bargain without substituting a fresh transaction. Hence, option (b) is the correct answer.
(c) Incorrect. Section 26 does not permit courts to alter a concluded bargain merely because another property appears economically equivalent or preferable. Rectification requires proof of an earlier common intention incorrectly expressed in the instrument. Hence, option (c) is not the correct answer.
(d) Incorrect. Fraud is not the exclusive foundation for rectification. Mutual mistake independently permits relief where it causes the instrument to fail to express the real common intention of the parties. Hence, option (d) is not the correct answer.

2. **Correct Answer:** (d) Neha cannot claim Survey No. 67 because Section 43 requires identity between the property professed to be transferred and the interest subsequently acquired.
Reference Line: "The doctrine presupposes that the property transferred and the property later acquired are one and the same, so it cannot be invoked where identity itself remains unproved."
Explanation:
(a) Incorrect. Section 43 does not attach every property later acquired by the transferor to an earlier defective transfer. The subsequently acquired interest must relate to the same property that the transferor originally professed to transfer. Hence, option (a) is not the correct answer.
(b) Incorrect. Subsequent acquisition does not generally cure all defects of title. The statutory doctrine operates only where the later-acquired interest corresponds to the very property covered by the earlier representation and transfer. Hence, option (b) is not the correct answer.
(c) Incorrect. Section 43 applies where the transferor fraudulently or erroneously represents that he is authorised to transfer the property. A deliberate fraudulent intention is therefore not an indispensable requirement in every case. Hence, option (c) is not the correct answer.

(d) Correct. Arvind purported to transfer Survey No. 52 but later acquired Survey No. 67. Since the two properties are different, the essential identity required for feeding the grant by estoppel is absent. Hence, option (d) is the correct answer.

3. **Correct Answer:** (a) Statements i, ii and iv only
Reference Line: "Section 17 makes registration compulsory for instruments purporting to create, declare, assign, limit or extinguish rights in immovable property of the requisite value, while Section 49 renders unregistered instruments inoperative to affect such property. Registration authenticates execution and gives notice to the world, but it neither cures a want of title in the executant nor validates a transfer of property the transferor never owned."
Explanation:
(a) Correct. Statements i, ii and iv accurately reflect the supplied principles concerning compulsory registration, the effect of non-registration and the distinction between registration and ownership. Statement iii is incorrect because registration cannot enlarge the transferor's title. Hence, option (a) is the correct answer.
(b) Incorrect. Statements i and ii are correct, but Statement iii wrongly treats registration as capable of expanding the estate actually held by the transferor. Statement iv has also been wrongly omitted despite correctly reflecting Section 49. Hence, option (b) is not the correct answer.
(c) Incorrect. Statements ii and iv are correct, but Statement iii is legally incorrect because registration cannot create title where none existed. Statement i has also been improperly excluded. Hence, option (c) is not the correct answer.
(d) Incorrect. Statements i and iv are correct, but Statement iii is incorrect. Statement ii is also correct because Section 17 prescribes compulsory registration for the relevant categories of instruments affecting immovable property. Hence, option (d) is not the correct answer.

4. **Correct Answer:** (c) The plaintiff must establish title on the strength of his own evidence and cannot obtain declaration merely from defects in the defendant's case.
Reference Line: "A plaintiff seeking a declaration of title must succeed on the strength of his own title and not on the weakness of the defence, and title cannot be founded on surmise, probability or conjecture."
Explanation:
(a) Incorrect. Weakness in the defendant's evidence does not discharge the plaintiff's independent burden to prove the title asserted. Declaratory relief requires affirmative establishment of the plaintiff's own legal entitlement. Hence, option (a) is not the correct answer.
(b) Incorrect. Probability or conjecture cannot substitute for proof of title. The plaintiff must establish the chain or source of ownership through legally admissible evidence rather than merely show that his version appears more plausible. Hence, option (b) is not the correct answer.
(c) Correct. Under Sections 101 to 103 of the Evidence Act, the party asserting title bears the burden of proving it. The plaintiff cannot secure a declaration simply because the defendant's competing claim is defective or inadequately proved. Hence, option (c) is the correct answer.
(d) Incorrect. Possession may be evidentially relevant, but it does not invariably establish ownership or discharge the burden in a declaratory title suit. The plaintiff must still prove the proprietary right for which declaration is sought. Hence, option (d) is not the correct answer.

5. **Correct Answer:** (b) Order VII Rule 3
Reference Line: "Where the subject matter of a suit is immovable property, the plaint must contain a description sufficient to identify it, and where the property can be identified by boundaries or numbers in a record of settlement or survey, such specification is sufficient."
Explanation:
(a) Incorrect. Order VI Rule 2 deals generally with the requirement that pleadings contain material facts rather than the evidence by which those facts are to be proved. It is not the specific rule governing description of immovable property. Hence, option (a) is not the correct answer.
(b) Correct. Order VII Rule 3 specifically requires the plaint, where the subject matter is immovable property, to describe the property sufficiently for identification, including through boundaries or survey particulars where applicable. Hence, option (b) is the correct answer.
(c) Incorrect. Order VIII Rule 5 governs the effect of failure to specifically deny allegations of fact in a written statement. It does not prescribe how immovable property must be identified in the plaint. Hence, option (c) is not the correct answer.
(d) Incorrect. Order XX Rule 6 concerns the contents of a decree and its agreement with the judgment. It does not impose the pleading requirement governing identification of immovable property at the institution of the suit. Hence, option (d) is not the correct answer.

11. Refund Clause Doesn't Bar Specific Performance

1. **Correct Answer:** (b) Meera may seek specific performance because the named sum does not create an option to pay unless that intention clearly appears.
Reference Line: "A contract otherwise proper to be specifically enforced may be so enforced even though a sum is named in it as payable in case of breach, unless the court is satisfied, having regard to the terms of the contract and the attending circumstances, that the sum was named only to give the party in default an option of paying money in lieu of performance."
Explanation:
(a) Incorrect. The mere naming of a sum payable upon breach does not automatically transform the obligation to perform into an alternative obligation to pay money. Such an option must emerge clearly from the contractual terms and surrounding circumstances. Hence, option (a) is not the correct answer.
(b) Correct. Section 23 preserves specific performance despite a damages or penalty clause unless the agreement shows that the stipulated sum was intended as an alternative to performance. Here, no such intention is evident from the agreement. Hence, option (b) is the correct answer.
(c) Incorrect. A damages clause and specific performance are not mutually exclusive merely because both appear in the same contract. The court must determine whether the sum was intended only as compensation for breach or as an alternative mode of discharge. Hence, option (c) is not the correct answer.
(d) Incorrect. Section 74 governs the measure of monetary compensation for breach and does not itself convert the primary contractual obligation into an option to pay. The obligation to perform may therefore continue despite the stipulated amount. Hence, option (d) is not the correct answer.

2. **Correct Answer:** (d) Ananya may fail because readiness concerns financial capacity, while willingness requires conduct showing a continuing intention to complete performance.

Reference Line: "Readiness relates to capacity to pay the consideration and willingness to conduct evidencing a continuing intention to complete the transaction."

Explanation:

(a) Incorrect. Repeated demands may support willingness, but they do not necessarily establish readiness. A plaintiff must also demonstrate the financial capacity required to perform the essential monetary obligations under the agreement. Hence, option (a) is not the correct answer.

(b) Incorrect. Section 16(c) requires both readiness and willingness rather than willingness alone. The seller's refusal does not dispense with the plaintiff's obligation to establish that she remained capable of performing her own essential obligations. Hence, option (b) is not the correct answer.

(c) Incorrect. The plaintiff's statutory burden does not depend upon proof that the seller suffered measurable financial prejudice. The relevant inquiry concerns whether the plaintiff herself was continuously ready and willing to perform the contract. Hence, option (c) is not the correct answer.

(d) Correct. Ananya's repeated demands may indicate willingness, but her admitted absence of financial capacity undermines readiness. Since both elements must be averred and proved, failure to establish either may defeat specific performance. Hence, option (d) is the correct answer.

3. **Correct Answer:** (a) Statements i, iii and iv only

Reference Line: "Where a party undertakes to do a thing at a specified time and fails to do so, the contract becomes voidable at the option of the promisee only if the parties intended time to be of the essence. In contracts for the sale of immovable property time is ordinarily not of the essence, and extensions granted by mutual consent are consistent with a subsisting intention to complete the transaction."

Explanation:

(a) Correct. Statements i, iii and iv correctly reflect the distinction between a stipulated date and an intention to make time essential. Statement ii is incorrect because immovable-property contracts ordinarily do not treat time as essential without additional indicators. Hence, option (a) is the correct answer.

(b) Incorrect. Statements i and iii are correct, but Statement ii reverses the ordinary rule applicable to contracts for sale of immovable property. Statement iv has also been wrongly omitted despite accurately stating the legal position. Hence, option (b) is not the correct answer.

(c) Incorrect. Statements iii and iv are correct, but Statement ii is legally incorrect. Statement i has also been improperly omitted because Section 55 makes voidability dependent upon an intention that time should be of the essence. Hence, option (c) is not the correct answer.

(d) Incorrect. Statements i and iv are correct, but Statement ii is incorrect. Statement iii is also correct because consensual extensions ordinarily indicate that the parties still contemplated completion rather than abandonment of the transaction. Hence, option (d) is not the correct answer.

4. **Correct Answer:** (c) The High Court cannot reappreciate the same evidence without identifying a substantial legal infirmity such as perversity or disregard of material evidence.

Reference Line: "The High Court cannot reappreciate evidence or substitute its own conclusion on the same material, and interference is permissible only where the finding rests on no evidence, ignores material evidence, or is otherwise perverse, such perversity being expressly found and reasoned."

Explanation:

(a) Incorrect. Section 100 does not authorise the High Court to choose whichever factual assessment it finds more persuasive. The First Appellate Court remains the final court of fact unless a legally recognised infirmity affecting its findings is established. Hence, option (a) is not the correct answer.
(b) Incorrect. Formulation of a substantial question of law does not convert second appeal into a general factual rehearing. The High Court remains confined to the legal question and cannot undertake unrestricted reappreciation of evidence. Hence, option (b) is not the correct answer.
(c) Correct. Interference with factual findings in second appeal requires a recognised legal defect, such as findings based on no evidence, omission of material evidence or demonstrated perversity. Mere preference for another possible factual conclusion is insufficient. Hence, option (c) is the correct answer.
(d) Incorrect. Trial court findings do not enjoy automatic priority over findings reached by the First Appellate Court. The appellate court is empowered to reassess facts, and its conclusions ordinarily remain final unless legally defective. Hence, option (d) is not the correct answer.

5. Correct Answer: (b) Section 44 of the Transfer of Property Act
Reference Line: "Under Section 44 of the Transfer of Property Act, 1882, a co-owner may transfer his own share or interest in joint property, and the transferee steps into the transferor's shoes to the extent of that share."
Explanation:
(a) Incorrect. Section 43 concerns transfer by a person who fraudulently or erroneously represents that he is authorised to transfer property and later acquires an interest in it. It does not principally govern transfer by a co-owner. Hence, option (a) is not the correct answer.
(b) Correct. Section 44 permits one co-owner to transfer his own share or interest in jointly held immovable property. The transferee acquires the transferor's interest and may seek partition for separate enjoyment where necessary. Hence, option (b) is the correct answer.
(c) Incorrect. Section 45 concerns joint transfer for consideration and the respective interests acquired by persons who jointly purchase property. It does not govern alienation by an existing co-owner of his undivided share. Hence, option (c) is not the correct answer.
(d) Incorrect. Section 46 deals with transfer for consideration by persons having distinct interests in property. It is not the provision specifically recognising a co-owner's right to transfer his own undivided share. Hence, option (d) is not the correct answer.

12. Section 68 Applies Only to Mandatorily Attested Documents, Not Registered Sale Deeds

1. **Correct Answer:** (a) The deed is admissible without an attesting witness because registration dispenses with attestation proof whenever execution remains formally undisputed by the executant.
Reference Line: "Where a document is required by law to be attested, it cannot be used as evidence until at least one attesting witness has been called to prove its execution, provided such a witness is alive, subject to the process of the court and capable of giving evidence. The proviso dispenses with this requirement for any document other than a will that has been registered under the Registration Act, 1908, unless execution by the purported executant is specifically denied."
Explanation:
(a) Correct. Although a gift of immovable property is required by law to be attested, the proviso to

Section 68 dispenses with the need to call an attesting witness for a registered document other than a Will unless its execution is specifically denied. Here, the gift deed is registered and the executant has not specifically denied execution. Hence, option (a) is the correct answer.
(b) Incorrect. Registration does not give every instrument identical evidentiary treatment. Section 68 first applies only to documents required by law to be attested, and its proviso then relaxes the attesting-witness requirement for registered non-testamentary documents where execution is not specifically denied. Hence, option (b) is not the correct answer.
(c) Incorrect. The proviso expressly excludes Wills. It therefore cannot be said to apply equally to Wills, gifts and mortgages merely because they are registered. Hence, option (c) is not the correct answer.
(d) Incorrect. While a gift deed is compulsorily attested and therefore falls within Section 68, the present facts also satisfy the statutory proviso because the deed is registered, is not a Will, and execution has not been specifically denied. Examination of an attesting witness is therefore unnecessary in this situation. Hence, option (d) is not the correct answer.

2. **Correct Answer:** (a) Section 68 does not apply merely because witnesses signed the deed, since a sale deed is not a document required by law to be attested.
Reference Line: "The provision prescribes registration but imposes no requirement of attestation, which is why a sale deed lies outside the class of compulsorily attested documents."
Explanation:
(a) Correct. Section 68 applies where the law requires a document to be attested. Section 54 requires registration of the relevant sale deed but does not impose compulsory attestation, so voluntary witness signatures do not attract the special evidentiary mode. Hence, option (a) is the correct answer.
(b) Incorrect. Voluntary witnessing cannot transform a document into one that the law requires to be attested. The applicability of Section 68 depends upon the statutory character of the document rather than the mere presence of witness signatures. Hence, option (b) is not the correct answer.
(c) Incorrect. The number of persons signing as witnesses does not determine whether compulsory attestation exists. That requirement must arise from substantive law, such as provisions governing gifts, certain mortgages or wills. Hence, option (c) is not the correct answer.
(d) Incorrect. Marginal signatures do not independently create a statutory attestation requirement. Even where witnesses have signed a sale deed, the instrument remains outside Section 68 because Section 54 itself does not require attestation. Hence, option (d) is not the correct answer.

3. **Correct Answer:** (c) Statements i, ii and iv only
Reference Line: "An appeal lies to the High Court from every appellate decree only if the case involves a substantial question of law, the memorandum must precisely state that question, the High Court must formulate it if satisfied of its existence, and the appeal is heard on the question so formulated, subject to the proviso permitting hearing on another substantial question for reasons recorded."
Explanation:
(a) Incorrect. Statements i and ii are correct, but Statement iii is contrary to the statutory structure of Section 100. Mere disagreement with factual findings cannot replace the requirement of a formulated substantial question of law. Hence, option (a) is not the correct answer.
(b) Incorrect. Statements i and iv are correct, but Statement iii is incorrect because factual error alone does not authorise an unstructured second appeal. Statement ii has also been wrongly omitted despite

reflecting an express procedural requirement. Hence, option (b) is not the correct answer.
(c) Correct. Statements i and ii correctly describe the jurisdictional threshold and formulation requirement, while Statement iv accurately reflects the limited statutory power to hear another substantial question for recorded reasons. Statement iii alone is incorrect. Hence, option (c) is the correct answer.
(d) Incorrect. Statements ii and iv are correct, but Statement iii is legally unsustainable. Statement i has also been wrongly excluded because existence of a substantial question of law is the foundational condition for a second appeal. Hence, option (d) is not the correct answer.

4. **Correct Answer:** (b) A proviso qualifies the main enactment by carving out an exception and ordinarily cannot enlarge or nullify the provision to which it is attached.
Reference Line: "A proviso qualifies the generality of the main enactment by carving out an exception and taking out of it something that would otherwise fall within its terms. It is not a separate or independent enactment, its words being dependent on the principal enacting words to which they are attached, and it cannot travel beyond, expand or nullify the provision to which it stands as a proviso."
Explanation:
(a) Incorrect. A proviso is not an autonomous legislative provision detached from the section to which it is appended. Its operation depends upon the principal enactment and cannot ordinarily be used to enlarge the main rule. Hence, option (a) is not the correct answer.
(b) Correct. The orthodox function of a proviso is to qualify or carve out an exception from the generality of the main provision. It cannot ordinarily travel beyond that role or defeat the clear operation of the principal enactment. Hence, option (b) is the correct answer.
(c) Incorrect. There is no general rule that a proviso automatically overrides clear enacting words. The section and proviso must instead be read harmoniously so that the exception remains confined to its legitimate statutory field. Hence, option (c) is not the correct answer.
(d) Incorrect. Convenience or perceived fairness does not authorise extension of a proviso beyond its textual function. Where the main provision clearly covers a matter, the proviso cannot exclude it merely through an expansive implication unsupported by the statutory language. Hence, option (d) is not the correct answer.

5. **Correct Answer:** (d) Section 48
Reference Line: "Section 48 of the Transfer of Property Act gives effect to priority in time as between successive transferees."
Explanation:
(a) Incorrect. Section 46 concerns transfers for consideration by persons having distinct interests in property. It does not formulate the general priority rule governing successive transfers of the same rights. Hence, option (a) is not the correct answer.
(b) Incorrect. Section 47 concerns transfer by co-owners of shares in common property in specified circumstances. It is not the statutory provision establishing priority between successive transferees. Hence, option (b) is not the correct answer.
(c) Incorrect. Section 49 concerns rights of transferees under certain policies of insurance relating to immovable property. It does not embody the principle that an earlier transfer ordinarily prevails over a later inconsistent transfer. Hence, option (c) is not the correct answer.

(d) Correct. Section 48 embodies the principle of priority in time where successive rights over the same immovable property cannot all be fully exercised together. The earlier-created right ordinarily prevails over the later one. Hence, option (d) is the correct answer.

13. Revisional Jurisdiction Cannot Correct Factual Errors

1. Correct Answer: (c) The High Court should decline interference because revision addresses jurisdictional defects rather than mere disagreement with factual appreciation by subordinate forums.
Reference Line: “The power is discretionary, may be exercised even on the court's own motion, and is not to be used except in aid of justice, its exercise being confined to jurisdictional error rather than to error of fact or law simpliciter.”
Explanation:
(a) Incorrect. Revisional jurisdiction does not permit a fresh appreciation of evidence merely because another factual view is reasonably possible. The inquiry is confined to jurisdictional error or material irregularity in exercising jurisdiction. Hence, option (a) is not the correct answer.
(b) Incorrect. Concurrent factual findings do not become freely reviewable merely because a revision has been filed. Without perversity, absence of evidence or jurisdictional infirmity, the High Court cannot substitute its factual conclusion. Hence, option (b) is not the correct answer.
(c) Correct. The tenant has identified only a competing interpretation of the same evidence and has shown no jurisdictional defect or perversity. Section 115 is supervisory in character and cannot operate as a disguised factual appeal. Hence, option (c) is the correct answer.
(d) Incorrect. The fact that an order is non-appealable does not convert revision into a complete rehearing on facts and law. Section 115 remains confined to the statutory categories of jurisdictional error. Hence, option (d) is not the correct answer.

2. Correct Answer: (a) The landlord’s choice should ordinarily be respected once genuine need is established, unless the alternative property legally negates or disproves that need.
Reference Line: “Once bona fide need is established by objective standards, the landlord's choice among the accommodations available to him is respected, and the court will not compel him to accept a different premises as adequate to satisfy that need. Availability of another property may negate the plea only where the statute makes it a disqualification or where it demonstrates that the asserted need is not genuine.”
Explanation:
(a) Correct. Courts ordinarily respect the landlord’s choice once bona fide need is objectively established. Another property becomes decisive only where the statute treats it as disqualifying or where its availability undermines the truthfulness of the asserted requirement. Hence, option (a) is the correct answer.
(b) Incorrect. Mere ownership of another property does not automatically defeat bona fide requirement. Suitability, statutory language and the effect of that property upon the genuineness of the need remain relevant. Hence, option (b) is not the correct answer.
(c) Incorrect. The tenant cannot generally dictate which premises the landlord must use. Comparative convenience does not displace the principle that a genuine landlord may ordinarily choose accommodation suited to the stated requirement. Hence, option (c) is not the correct answer.

(d) Incorrect. Alternative accommodation is not always irrelevant. It may defeat the claim where the governing statute makes its availability material or where the circumstances show that the professed requirement is merely a pretext. Hence, option (d) is not the correct answer.

3. Correct Answer: (d) Statements i, ii and iv only
Reference Line: "Section 13 of the 1949 Act sets out the grounds on which a tenant may be evicted, including non-payment of rent, subletting without consent, change of user, material impairment of the premises, and bona fide requirement of the landlord for personal occupation. Since the statute confers protection by restricting recovery of possession to enumerated grounds, the landlord must bring his case within one of them and prove it to the satisfaction of the Rent Controller."
Explanation:
(a) Incorrect. Statements i and ii are correct, but Statement iii is incorrect because statutory tenant protection is not an absolute or indefinite immunity from eviction. Statement iv has also been wrongly omitted. Hence, option (a) is not the correct answer.
(b) Incorrect. Statements ii and iv are correct, but Statement iii wrongly converts regulated protection into permanent immunity. Statement i is also correct because rent control legislation restricts the landlord's ordinary recovery rights. Hence, option (b) is not the correct answer.
(c) Incorrect. Statements i and iv are correct, but Statement iii is incorrect. Statement ii has also been improperly excluded because the landlord must establish an enumerated statutory ground for eviction. Hence, option (c) is not the correct answer.
(d) Correct. Statements i, ii and iv accurately reflect the statutory scheme. Statement iii alone is incorrect because rent control protection limits eviction but does not abolish recovery on legally established grounds. Hence, option (d) is the correct answer.

4. **Correct Answer:** (b) The landlord's personal necessity may cease, but an independently pleaded requirement of Arjun may continue to sustain the eviction proceedings.
Reference Line: "Where a ground of eviction is founded on the personal necessity of a landlord who dies during the proceedings, that particular necessity does not survive, but a requirement independently pleaded for another named family member continues to sustain the petition."
Explanation:
(a) Incorrect. Death may extinguish the deceased landlord's own personal necessity, but it does not necessarily destroy a separately pleaded requirement belonging to another identified family member. Hence, option (a) is not the correct answer.
(b) Correct. The two requirements were pleaded independently. Although the landlord's personal need may no longer survive his death, Arjun's separately asserted requirement can continue to support the eviction proceeding. Hence, option (b) is the correct answer.
(c) Incorrect. Continuation of the independently pleaded requirement does not depend upon Arjun proving exclusive ownership merely because substitution has occurred. The supplied principle focuses upon survival of the distinct pleaded necessity. Hence, option (c) is not the correct answer.
(d) Incorrect. Death of the landlord does not establish the genuineness of another family member's requirement automatically. That surviving ground must still be examined and proved in accordance with the governing law. Hence, option (d) is not the correct answer.

5. Correct Answer: (c) Bona fide requirement for personal occupation
Reference Line: "Section 13 of the 1949 Act sets out the grounds on which a tenant may be evicted, including non-payment of rent, subletting without consent, change of user, material impairment of the premises, and bona fide requirement of the landlord for personal occupation."
Explanation:
(a) Incorrect. The statutory protection afforded by rent control legislation prevents eviction merely because the original contractual term has expired. The landlord must establish one of the recognised statutory grounds. Hence, option (a) is not the correct answer.
(b) Incorrect. An increase in market value does not itself constitute one of the enumerated grounds identified for eviction under the supplied principle. Hence, option (b) is not the correct answer.
(c) Correct. Bona fide requirement of the landlord for personal occupation is expressly identified as one of the statutory grounds upon which eviction may be sought under Section 13. Hence, option (c) is the correct answer.
(d) Incorrect. Refusal to renegotiate rent is not, by itself, an enumerated ground of eviction under the supplied principle. Statutory protection cannot be displaced merely because the tenant declines fresh contractual terms. Hence, option (d) is not the correct answer.

14. Article 142 of the Constitution of India

1. Correct Answer: (b) The Court cannot ordinarily reopen the settled quantum because Article 142 supplements justice but does not replace a concluded and performed consensual arrangement.
Reference Line: "The power is inherent, plenary and supplementary to statutory powers, but it is a residual source drawn upon to secure due process and justice between parties, not a licence to displace what the parties have themselves concluded and performed."
Explanation:
(a) Incorrect. Article 142 does not create a general power to rewrite every settlement merely because one party later considers the agreed terms commercially or financially inadequate. A concluded and performed arrangement retains its binding character. Hence, option (a) is not the correct answer.
(b) Correct. Article 142 is supplementary and residual in nature. It may be invoked to secure complete justice, but not ordinarily to reopen a consensual arrangement that has already been concluded and fully acted upon by the parties. Hence, option (b) is the correct answer.
(c) Incorrect. Complete justice does not mean that the Court may substitute its own preferred bargain for the one consciously adopted by the parties. Such an exercise would supplant rather than supplement their settled rights. Hence, option (c) is not the correct answer.
(d) Incorrect. Article 142 does not automatically override consensual finality simply because proceedings reach the Supreme Court. Its exercise remains bounded by the purpose of securing justice without displacing a completed bargain. Hence, option (d) is not the correct answer.

2. Correct Answer: (d) The property term is enforceable as part of the decree because settlement terms on property may merge into the mutual-consent divorce decree.
Reference Line: "Terms of maintenance, custody and property recorded in an accompanying settlement merge into the decree and become enforceable as part of it."
Explanation:

(a) Incorrect. Section 13B proceedings may incorporate agreed terms concerning maintenance, custody and property. Once recorded in the decree, those terms are not reduced to merely collateral contractual promises. Hence, option (a) is not the correct answer.
(b) Incorrect. A separate civil suit is not inherently necessary where the settlement term has already been incorporated into the matrimonial decree. The incorporated obligation may be enforced as part of that decree. Hence, option (b) is not the correct answer.
(c) Incorrect. Merger into the decree does not extinguish the obligation. It gives the settlement term judicial enforceability as part of the decree passed upon mutual consent. Hence, option (c) is not the correct answer.
(d) Correct. The property-transfer obligation was expressly incorporated into the Section 13B decree. Such settlement terms merge into the decree and thereafter become enforceable in that character. Hence, option (d) is the correct answer.

3. Correct Answer: (a) Statements i, iii and iv only
Reference Line: "Decrees and orders made by a court in proceedings under the Act are enforceable in the same manner as decrees and orders made in the exercise of its original civil jurisdiction. This assimilates matrimonial decrees, including consent decrees, to the general execution machinery of the Code of Civil Procedure, 1908."
Explanation:
(a) Correct. Statements i, iii and iv accurately reflect Section 28A. Statement ii is incorrect because the provision assimilates matrimonial decrees to ordinary civil execution rather than creating an exclusive and separate enforcement regime. Hence, option (a) is the correct answer.
(b) Incorrect. Statements i and iii are correct, but Statement ii wrongly suggests exclusion of the ordinary civil execution machinery. Statement iv has also been wrongly omitted. Hence, option (b) is not the correct answer.
(c) Incorrect. Statements iii and iv are correct, but Statement ii is legally incorrect. Statement i is also correct because it reproduces the statutory mode of enforcement. Hence, option (c) is not the correct answer.
(d) Incorrect. Statements i and iv are correct, but Statement ii contradicts Section 28A. Statement iii is also correct because consent decrees under the Act fall within the same execution framework. Hence, option (d) is not the correct answer.

4. **Correct Answer:** (b) Timely filing satisfies limitation, but the executing court must still determine whether the particular obligation sought to be enforced continues to subsist.
Reference Line: "Compliance with this period keeps the execution petition maintainable but says nothing about whether the obligation sought to be executed still subsists on a true construction of the decree."
Explanation:
(a) Incorrect. Limitation determines whether execution is brought within the permissible period, but it does not conclusively establish that every obligation contained in the decree remains outstanding. Hence, option (a) is not the correct answer.
(b) Correct. A petition may be timely under Article 136 while still failing on the merits of execution if the obligation has already been discharged. Limitation and subsistence of the decretal obligation are distinct inquiries. Hence, option (b) is the correct answer.

(c) Incorrect. Article 136 does not revive substantive obligations already performed or discharged. It fixes the outer period within which execution may be sought. Hence, option (c) is not the correct answer.
(d) Incorrect. Article 136 does not require every part of a decree to remain unperformed. Execution may concern any subsisting enforceable obligation, provided the statutory period has not expired. Hence, option (d) is not the correct answer.

5. Correct Answer: (b) An unmarried daughter unable to maintain herself
Reference Line: "A Hindu is bound to maintain his legitimate and illegitimate children during their minority, and an unmarried daughter so long as she is unable to maintain herself."
Explanation:
(a) Incorrect. The supplied principle specifically extends the obligation beyond minority to an unmarried daughter unable to maintain herself. It does not state the same continuing entitlement for a married daughter. Hence, option (a) is not the correct answer.
(b) Correct. Section 20 expressly recognises the obligation to maintain an unmarried daughter beyond minority for so long as she remains unable to maintain herself. Hence, option (b) is the correct answer.
(c) Incorrect. The extended statutory obligation identified in the principle concerns an unmarried daughter. An adult married son is not placed within that continuing category merely because he cannot maintain himself. Hence, option (c) is not the correct answer.
(d) Incorrect. The general obligation concerning children operates during minority, while the stated continuation beyond minority is specifically recognised for an unmarried daughter unable to maintain herself. Hence, option (d) is not the correct answer.

15. NCSC Has No Adjudicatory Role

1. **Correct Answer:** (c) The directions exceed Article 338 because the Commission may investigate and recommend measures but cannot exercise unenumerated adjudicatory powers granting binding final relief.
Reference Line: "The Commission enjoys the powers of a civil court trying a suit, in particular for summoning and enforcing attendance and examination on oath, requiring discovery and production of documents, receiving evidence on affidavits, requisitioning public records, and issuing commissions for examination of witnesses and documents. The word 'namely' preceding the enumeration confines the grant to those specified procedural heads exercisable only while investigating or inquiring, so the power to grant injunctions or pass final relief neither inheres nor can be inferred."
Explanation:
(a) Incorrect. Article 338(8) does not confer the entire jurisdiction of a civil court. It grants specified procedural powers for investigation and inquiry, not a general power to finally adjudicate rights or grant every form of civil relief. Hence, option (a) is not the correct answer.
(b) Incorrect. The doctrine of implied powers cannot enlarge a recommendatory constitutional body into an adjudicatory tribunal. The authority to inquire into complaints does not imply a power to issue binding decrees, injunctions or compensatory orders. Hence, option (b) is not the correct answer.
(c) Correct. Article 338 authorises investigation, monitoring, inquiry, reporting and recommendation. The civil-court powers in clause (8) facilitate those functions but do not convert the Commission into a court empowered to grant final binding relief. Hence, option (c) is the correct answer.

(d) Incorrect. The defect lies in the substantive absence of adjudicatory power, not in failure to obtain presidential approval for an order. Presidential appointment of members does not supply jurisdiction to grant remedies beyond Article 338. Hence, option (d) is not the correct answer.

2. **Correct Answer:** (a) The State's position is incorrect because Article 338(9) requires consultation with the Commission on major policy matters affecting Scheduled Castes.
Reference Line: "Its duties under clause (5) are to investigate and monitor safeguards and evaluate their working, inquire into specific complaints of deprivation of rights and safeguards, advise on socio-economic planning, present reports to the President, and recommend measures for effective implementation, while clause (9) requires the Union and every State Government to consult it on all major policy matters affecting Scheduled Castes."
Explanation:
(a) Correct. Article 338(9) creates a constitutional consultation requirement for major policy matters affecting Scheduled Castes. The obligation is not confined to post-implementation complaint proceedings or reactive monitoring. Hence, option (a) is the correct answer.
(b) Incorrect. Consultation on major policy matters is an independent constitutional function and does not depend upon the existence of a prior complaint. Clause (9) operates prospectively in relation to major policy formulation. Hence, option (b) is not the correct answer.
(c) Incorrect. Although policy formulation belongs to the executive sphere, Article 338 expressly imposes a consultation requirement where major policy matters affect Scheduled Castes. Executive character does not eliminate that constitutional obligation. Hence, option (c) is not the correct answer.
(d) Incorrect. The duty arises from Article 338(9) itself and does not depend upon Parliament subsequently enacting a separate approval mechanism. The Constitution requires consultation, though it does not convert the Commission into the final policy-making authority. Hence, option (d) is not the correct answer.

3. **Correct Answer:** (d) Statements i, iii and iv only
Reference Line: "Article 16(4A) enables the State to make provision for reservation in matters of promotion, with consequential seniority, in favour of Scheduled Castes and Scheduled Tribes not adequately represented in the services under the State. Its exercise is not automatic and requires the State to collect quantifiable data showing backwardness, inadequacy of representation and the impact on administrative efficiency, subject also to the ceiling and the principle preserved by Article 335."
Explanation:
(a) Incorrect. Statements i and iii are correct, but Statement ii wrongly converts an enabling constitutional provision into an automatic entitlement. Statement iv has also been wrongly omitted despite reflecting the continuing relevance of Article 335. Hence, option (a) is not the correct answer.
(b) Incorrect. Statements iii and iv are correct, but Statement ii is incorrect because Article 16(4A) does not operate automatically. Statement i is also correct and has therefore been improperly excluded. Hence, option (b) is not the correct answer.
(c) Incorrect. Statements i and iv are correct, but Statement ii is incorrect. Statement iii is also correct because the exercise of promotional reservation must rest upon constitutionally relevant material rather than assumption alone. Hence, option (c) is not the correct answer.

(d) Correct. Article 16(4A) is enabling, not self-executing. Its use requires satisfaction of constitutional conditions, while Article 335 ensures that claims of Scheduled Castes and Scheduled Tribes are considered consistently with administrative efficiency. Hence, option (d) is the correct answer.

4. **Correct Answer:** (b) Article 335 requires consideration of such claims consistently with efficiency, while its proviso permits relaxation of qualifying marks or evaluation standards in promotional reservation.
Reference Line: "Article 335 requires that the claims of the members of the Scheduled Castes and Scheduled Tribes be taken into consideration, consistently with the maintenance of efficiency of administration, in the making of appointments to services and posts. The proviso permits relaxation in qualifying marks or standards of evaluation for reservation in matters of promotion, so the article operates as a balancing rather than a disabling provision."
Explanation:
(a) Incorrect. Article 335 does not impose an absolute prohibition upon relaxation. Its proviso expressly recognises relaxation in qualifying marks or standards of evaluation in the context of reservation in promotion. Hence, option (a) is not the correct answer.
(b) Correct. Article 335 adopts a balancing approach. It requires consideration of the claims of Scheduled Castes and Scheduled Tribes while preserving administrative efficiency, and its proviso allows specified relaxation in promotional reservation. Hence, option (b) is the correct answer.
(c) Incorrect. Article 335 does not independently create a general right to promotional reservation. The source of the enabling power lies elsewhere, including Article 16(4A), while Article 335 regulates the relationship between such claims and efficiency. Hence, option (c) is not the correct answer.
(d) Incorrect. The proviso itself refers to reservation in matters of promotion and relaxation of qualifying marks or standards. Article 335 therefore cannot be confined only to initial appointments. Hence, option (d) is not the correct answer.

5. **Correct Answer:** (c) Article 338A
Reference Line: "Article 338A provides for the National Commission for Scheduled Tribes, introduced when the composite Commission was bifurcated by the Eighty-ninth Amendment in 2003, and Article 338B provides for the National Commission for Backward Classes, introduced by the One Hundred and Second Amendment in 2018."
Explanation:
(a) Incorrect. Article 338 establishes the National Commission for Scheduled Castes. After the constitutional restructuring of the composite commission, Scheduled Tribes received a separate constitutional commission under another Article. Hence, option (a) is not the correct answer.
(b) Incorrect. Article 338B establishes the National Commission for Backward Classes. It does not provide the constitutional basis for the National Commission for Scheduled Tribes. Hence, option (b) is not the correct answer.
(c) Correct. Article 338A establishes the National Commission for Scheduled Tribes and provides the constitutional foundation for its composition, duties and powers. Hence, option (c) is the correct answer.
(d) Incorrect. Article 340 concerns appointment of a commission to investigate the conditions of backward classes and recommend measures concerning their difficulties. It is distinct from the permanent constitutional commission established for Scheduled Tribes. Hence, option (d) is not the

correct answer.

16. Dressing Dog as Krishna Not an Offence Under Section 298 BNS

1. **Correct Answer:** (c) Arvind is not liable unless the prosecution establishes the prescribed intention to insult or knowledge that the damage was likely insulting.
Reference Line: "The provision punishes whoever destroys, damages or defiles any place of worship or any object held sacred by any class of persons, with the intention of thereby insulting the religion of any class of persons or with the knowledge that such destruction, damage or defilement is likely to be considered an insult to their religion."
Explanation:
(a) Incorrect. Section 298 does not create liability merely upon proof of physical damage. The prosecution must also establish the prescribed mental element, namely intention to insult religion or knowledge that the act is likely to be considered such an insult. Hence, option (a) is not the correct answer.
(b) Incorrect. Mere negligence or the fact that members of the community actually felt offended does not substitute for the statutory requirement of intention or knowledge. Criminal liability must correspond to the mental element expressly prescribed. Hence, option (b) is not the correct answer.
(c) Correct. The facts negate both intention and knowledge, which are essential ingredients of Section 298. Without proof of either prescribed mental state, the damaging act alone cannot sustain conviction under the provision. Hence, option (c) is the correct answer.
(d) Incorrect. The supplied principle does not confine Section 298 to publicly owned religious property. The decisive requirements concern destruction, damage or defilement of a protected place or sacred object together with the prescribed mental element. Hence, option (d) is not the correct answer.

2. **Correct Answer:** (a) The prosecution is unsustainable because Section 299 requires deliberate and malicious intention, not merely offensive or careless expression causing hurt feelings.
Reference Line: "This provision, corresponding to Section 295A of the Indian Penal Code, punishes deliberate and malicious acts intended to outrage religious feelings of any class by insulting its religion or religious beliefs, whether by words, signs, visible representations or electronic means. The requirement of deliberate and malicious intention is essential, so insults offered unwittingly or carelessly fall outside the provision, and the guiding test is whether the act has the potential to disturb public order."
Explanation:
(a) Correct. Section 299 requires a deliberate and malicious intention to outrage religious feelings. Mere harshness, carelessness or subjective offence does not satisfy that statutory threshold where the prescribed mens rea is absent. Hence, option (a) is the correct answer.
(b) Incorrect. The offence cannot be made dependent solely upon the sensitivity of complainants. The statutory requirement focuses on deliberate and malicious intention rather than the mere fact that religious feelings were hurt. Hence, option (b) is not the correct answer.
(c) Incorrect. Electronic means are expressly included within the modes through which the offence may be committed, but that does not dispense with the requirement of deliberate and malicious intention. Hence, option (c) is not the correct answer.
(d) Incorrect. Liability does not depend upon proving that every statement is factually correct or theologically accepted. The controlling issue under the supplied principle is the existence of deliberate and malicious intent coupled with the statutory character of the act. Hence, option (d) is not the correct

answer.

3. **Correct Answer:** (d) Statements i, ii and iv only
Reference Line: "Article 19(1)(a) guarantees to all citizens the freedom of speech and expression, which extends to symbolic and non-verbal forms of communication. Article 19(2) permits only such restrictions as are reasonable and referable to the enumerated grounds including public order, decency and morality, so an expression that offends some sensibilities without endangering these interests remains protected."
Explanation:
(a) Incorrect. Statements i and ii are correct, but Statement iii wrongly treats subjective offence as independently sufficient to remove constitutional protection. Statement iv has also been improperly excluded. Hence, option (a) is not the correct answer.
(b) Incorrect. Statements ii and iv are correct, but Statement iii is incorrect. Statement i is also correct because Article 19(1)(a) extends beyond verbal expression to symbolic and non-verbal communication. Hence, option (b) is not the correct answer.
(c) Incorrect. Statements i and iv are correct, but Statement iii is contrary to the supplied principle. Statement ii has also been wrongly omitted because restrictions must satisfy Article 19(2). Hence, option (c) is not the correct answer.
(d) Correct. Statements i, ii and iv accurately reflect the constitutional framework. Statement iii alone is incorrect because mere offence, without a constitutionally recognised basis for restriction, does not automatically extinguish protection. Hence, option (d) is the correct answer.

4. **Correct Answer:** (b) Article 25 protects individual devotional practice, subject to constitutional limits, and departure from customary form alone does not justify penal consequences.
Reference Line: "Article 25(1) guarantees to all persons the freedom of conscience and the right freely to profess, practise and propagate religion, subject to public order, morality, health and the other provisions of Part III. The right protects individual devotional practice, and a personal act of faith cannot be penalised merely because it departs from the customary form followed by others of the same faith."
Explanation:
(a) Incorrect. Article 25 protects freedom of conscience and individual religious practice, not merely conformity with majority custom within a faith. Deviation from customary practice does not itself remove constitutional protection. Hence, option (a) is not the correct answer.
(b) Correct. Personal devotional conduct falls within Article 25, subject to public order, morality, health and other constitutional provisions. Mere departure from conventional religious practice is insufficient by itself to justify punishment. Hence, option (b) is the correct answer.
(c) Incorrect. The provision expressly protects individual conscience as well as the right to profess, practise and propagate religion. It is therefore not confined to institutional or collective religious activity. Hence, option (c) is not the correct answer.
(d) Incorrect. Article 25 is expressly subject to public order, morality, health and other provisions of Part III. Religious freedom is protected but not absolute. Hence, option (d) is not the correct answer.

5. **Correct Answer:** (c) Section 528
Reference Line: "This provision, corresponding to Section 482 of the Code of Criminal Procedure, 1973, preserves the inherent power of the High Court to make such orders as are necessary to give effect to

any order under the Sanhita, to prevent abuse of the process of any court, or otherwise to secure the ends of justice. It is the source of the power to quash a first information report and the proceedings flowing from it."

Explanation:

(a) Incorrect. Section 193 concerns the report forwarded by the investigating officer to the Magistrate upon completion of investigation. It is not the source of the High Court's inherent quashing power. Hence, option (a) is not the correct answer.

(b) Incorrect. Section 173 governs information relating to cognizable offences and registration of a first information report. It does not preserve the High Court's inherent jurisdiction. Hence, option (b) is not the correct answer.

(c) Correct. Section 528 of the Bharatiya Nagarik Suraksha Sanhita preserves the High Court's inherent powers to give effect to orders, prevent abuse of judicial process and secure the ends of justice, including quashing appropriate proceedings. Hence, option (c) is the correct answer.

(d) Incorrect. Section 482 was the corresponding provision under the Code of Criminal Procedure, 1973. Under the Bharatiya Nagarik Suraksha Sanhita, 2023, the corresponding inherent-power provision is Section 528. Hence, option (d) is not the correct answer.

17. Divorce Act's Territorial Jurisdiction Cannot Be Expanded Without Legislative Amendment

1. **Correct Answer:** (b) Bengaluru lacks jurisdiction because Section 3(3) does not recognise the wife's present residence alone as an independent jurisdictional basis.

Reference Line: "The provision identifies the District Court competent to entertain a matrimonial petition under the Act, namely the court within whose jurisdiction the marriage was solemnised or within whose jurisdiction the husband and wife reside or last resided together. Unlike cognate matrimonial statutes, it does not recognise the place where the wife alone resides at the time of presentation, so any additional forum must come by legislative amendment."

Explanation:

(a) Incorrect. Section 3(3) does not contain a separate jurisdictional ground based solely on the wife's residence when the petition is presented. Such a ground exists under certain other matrimonial statutes but not under the supplied provision. Hence, option (a) is not the correct answer.

(b) Correct. Bengaluru is connected only with Maria's present residence. Since Section 3(3) recognises the place of solemnisation and the place where the spouses reside or last resided together, her present residence alone does not confer jurisdiction. Hence, option (b) is the correct answer.

(c) Incorrect. Constitutional concerns regarding access to justice do not authorise a court to insert an additional territorial forum into clear statutory language. Such expansion requires legislative amendment rather than judicial reconstruction. Hence, option (c) is not the correct answer.

(d) Incorrect. Jurisdiction under Section 3(3) does not depend upon comparative inconvenience or prejudice to the husband. Territorial competence must arise from one of the statutory connecting factors identified by the provision. Hence, option (d) is not the correct answer.

2. **Correct Answer:** (d) Transfer may be ordered because Section 24 expressly permits transfer even from a court lacking jurisdiction, subject to the statutory transfer power.

Reference Line: “The High Court or the District Court may, on the application of a party or on its own motion, transfer any suit, appeal or other proceeding to a competent subordinate court, or withdraw such a proceeding and dispose of it, transfer it, or retransfer it. The transferee court may retry the matter or continue from the stage reached, and sub-section (5) makes clear that a proceeding may be transferred even from a court that has no jurisdiction to try it.”
Explanation:
(a) Incorrect. Section 24(5) specifically addresses this situation and permits transfer even where the court from which the proceeding is transferred lacks jurisdiction. Hence, option (a) is not the correct answer.
(b) Incorrect. Lack of jurisdiction in the original court does not eliminate the superior court’s transfer power under Section 24. The provision expressly accommodates transfer from such a court. Hence, option (b) is not the correct answer.
(c) Incorrect. The supplied principle does not require return and fresh institution as an indispensable preliminary step. Section 24 itself enables transfer of the proceeding to a competent subordinate court. Hence, option (c) is not the correct answer.
(d) Correct. Section 24(5) makes clear that absence of jurisdiction in the original court does not bar transfer. The superior court may therefore transfer the matter to a competent court where the statutory conditions justify doing so. Hence, option (d) is the correct answer.

3. Correct Answer: (a) Statements i, iii and iv only
Reference Line: “Article 14 guarantees equality before the law and the equal protection of the laws, and permits classification founded on an intelligible differentia bearing a rational nexus to the object sought to be achieved. Personal laws applying to distinct religious communities have been treated as constituting separate classes, so a difference in the procedural entitlements of one community from another does not by itself establish hostile discrimination.”
Explanation:
(a) Correct. Statements i, iii and iv accurately reflect the supplied Article 14 principle. Statement ii is incorrect because procedural differences between personal-law regimes do not automatically establish hostile discrimination. Hence, option (a) is the correct answer.
(b) Incorrect. Statements i and iii are correct, but Statement ii wrongly treats every inter-community procedural difference as unconstitutional. Statement iv has also been wrongly omitted. Hence, option (b) is not the correct answer.
(c) Incorrect. Statements iii and iv are correct, but Statement ii is incorrect. Statement i is also correct because reasonable classification remains permissible under Article 14. Hence, option (c) is not the correct answer.
(d) Incorrect. Statements i and iv are correct, but Statement ii is legally unsustainable. Statement iii is also correct because distinct personal-law communities may constitute separate classes for classification analysis. Hence, option (d) is not the correct answer.

4. **Correct Answer:** (c) The rule may raise constitutional concerns regarding equality and access to justice, but invalidation requires a properly pleaded constitutional challenge and relief.
Reference Line: “Article 15(1) forbids discrimination on grounds only of religion, race, caste, sex, place of birth or any of them, while Article 15(3) enables special provision for women and children. Article 21 has been read to include the right to live with dignity and the right of access to justice, so a forum requiring a

deserted woman to litigate at a distant and hostile place raises a constitutional concern even where the provision itself is not struck down."
Explanation:
(a) Incorrect. Practical hardship may raise a serious constitutional concern, but Article 21 does not automatically invalidate every inconvenient territorial rule. A court must still act within the pleaded challenge and applicable constitutional framework. Hence, option (a) is not the correct answer.
(b) Incorrect. Article 15(3) enables special provisions for women and children, but it does not authorise courts to rewrite clear territorial jurisdiction provisions by inserting words that the legislature omitted. Hence, option (b) is not the correct answer.
(c) Correct. Articles 15 and 21 may make the hardship constitutionally significant, particularly from the standpoint of equality and access to justice. Yet a statutory provision cannot ordinarily be declared invalid without a specific constitutional challenge, pleaded grounds and appropriate relief. Hence, option (c) is the correct answer.
(d) Incorrect. Article 21 encompasses access to justice, while Article 15 addresses prohibited discrimination and permits special provisions for women. Procedural barriers affecting matrimonial litigation can therefore engage constitutional scrutiny. Hence, option (d) is not the correct answer.

5. Correct Answer: (b) Article 44
Reference Line: "Article 44 places among the Directive Principles the endeavour of the State to secure for citizens a uniform civil code, which is not enforceable by any court under Article 37."
Explanation:
(a) Incorrect. Article 37 explains the nature and legal status of the Directive Principles, including their non-enforceability by courts. It does not itself contain the Uniform Civil Code directive. Hence, option (a) is not the correct answer.
(b) Correct. Article 44 specifically directs the State to endeavour to secure a Uniform Civil Code for citizens throughout India. It forms part of the Directive Principles of State Policy. Hence, option (b) is the correct answer.
(c) Incorrect. Article 254 governs inconsistency between laws made by Parliament and laws made by State Legislatures on matters in the Concurrent List. It does not contain the Uniform Civil Code directive. Hence, option (c) is not the correct answer.
(d) Incorrect. Article 246 distributes legislative competence between Parliament and State Legislatures by reference to the Seventh Schedule. It does not itself direct adoption of a Uniform Civil Code. Hence, option (d) is not the correct answer.

18. Delhi HC Affirms Jurisdiction Over De-Indexing Pleas in Settled Matrimonial Disputes

1. **Correct Answer:** (c) The Rajasthan High Court may exercise jurisdiction if integral facts forming part of Priya's cause of action arose within Rajasthan.
Reference Line: "Article 226(2) extends that power to authorities located outside the jurisdiction where the cause of action, wholly or in part, arises within it, so the presence of part of the cause of action suffices to sustain the petition."
Explanation:

(a) Incorrect. Article 226(2) expressly extends writ jurisdiction beyond authorities physically located within the territorial limits of the High Court. The decisive consideration is whether the cause of action arose wholly or partly within the territory. Hence, option (a) is not the correct answer.
(b) Incorrect. The place where the impugned order originated is relevant but not exclusively determinative. Other integral facts necessary to obtain relief may also constitute part of the cause of action. Hence, option (b) is not the correct answer.
(c) Correct. Receipt of the order and consequential effects within Rajasthan may form integral components of the pleaded cause of action. If those facts are necessary to Priya's claim, Article 226(2) permits the Rajasthan High Court to entertain the petition. Hence, option (c) is the correct answer.
(d) Incorrect. Forum conveniens concerns discretionary exercise of existing jurisdiction rather than its creation. Priya need not first prove that Rajasthan is the uniquely most convenient forum in order to establish jurisdiction under Article 226(2). Hence, option (d) is not the correct answer.

2. Correct Answer: (a) Safe harbour may be lost because continued non-compliance after legally sufficient knowledge can defeat the statutory conditions protecting an intermediary.
Reference Line: "The exemption is lost where the intermediary conspires, abets or aids the unlawful act, or fails to expeditiously remove or disable access to material upon receiving actual knowledge or notification by the appropriate government."
Explanation:
(a) Correct. Section 79 protection is conditional rather than absolute. Failure to act expeditiously after the legally relevant form of knowledge or governmental notification may remove the intermediary from the statutory safe-harbour framework. Hence, option (a) is the correct answer.
(b) Incorrect. Third-party authorship is relevant to intermediary status but does not alone preserve immunity. The intermediary must also comply with the statutory conditions governing due diligence and response to legally cognisable knowledge. Hence, option (b) is not the correct answer.
(c) Incorrect. The supplied principle expressly connects failure to remove or disable access after appropriate knowledge with loss of exemption. Regulatory non-compliance can therefore affect the availability of safe harbour itself. Hence, option (c) is not the correct answer.
(d) Incorrect. Authorship is not the sole basis upon which protection may be lost. An intermediary may also lose safe harbour by aiding unlawful conduct or failing to act after receiving the form of knowledge contemplated by law. Hence, option (d) is not the correct answer.

3. Correct Answer: (d) Statements i, iii and iv only
Reference Line: "Privacy has been recognised as intrinsic to the right to life and personal liberty guaranteed by Article 21 and as flowing from the freedoms in Part III. The right is not absolute and any restriction must satisfy the tests of legality, a legitimate State aim, and proportionality between the means adopted and the object sought."
Explanation:
(a) Incorrect. Statements i and iii are correct, but Statement ii is incorrect because privacy is not an absolute right. Statement iv has also been wrongly omitted despite accurately stating the proportionality requirement. Hence, option (a) is not the correct answer.
(b) Incorrect. Statements iii and iv are correct, but Statement ii wrongly describes privacy as incapable of lawful restriction. Statement i is also correct and has been improperly excluded. Hence, option (b) is not

the correct answer.
(c) Incorrect. Statements i and iv are correct, but Statement ii is legally incorrect. Statement iii is also correct because a valid restriction must rest upon law and pursue a legitimate State aim. Hence, option (c) is not the correct answer.
(d) Correct. Privacy is constitutionally protected but qualified. A restriction must satisfy legality, legitimate State purpose and proportionality, making Statements i, iii and iv correct while Statement ii is incorrect. Hence, option (d) is the correct answer.

4. **Correct Answer:** (b) The intermediary must act upon such complaints by removing or disabling access within twenty-four hours of receiving the complaint.
Reference Line: "Complaints concerning content that exposes the private area of an individual, or is in the nature of impersonation or artificially morphed imagery, must be acted upon by removal or disabling of access within twenty four hours of receipt."
Explanation:
(a) Incorrect. The Rules create a specific expedited response mechanism for the identified categories of intimate, impersonating or artificially morphed content. They therefore cannot simply be processed under an unrestricted ordinary grievance timeline. Hence, option (a) is not the correct answer.
(b) Correct. The supplied rule expressly requires removal or disabling of access within twenty-four hours of receipt of such a complaint. The obligation responds to the acute privacy and reputational harms associated with these categories of content. Hence, option (b) is the correct answer.
(c) Incorrect. The supplied principle does not make a prior judicial decree a prerequisite for this particular twenty-four-hour grievance mechanism. The complaint itself activates the prescribed intermediary obligation. Hence, option (c) is not the correct answer.
(d) Incorrect. General contractual disclaimers cannot override specific statutory-rule obligations imposed upon intermediaries. User responsibility for uploads does not eliminate the intermediary's duty to act on qualifying complaints. Hence, option (d) is not the correct answer.

5. **Correct Answer:** (c) Section 528
Reference Line: "The inherent power of the High Court, now recognised under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 and formerly under Section 482 of the Code of Criminal Procedure, 1973, permits quashing of proceedings to prevent abuse of process or to secure the ends of justice."
Explanation:
(a) Incorrect. Section 193 concerns the police report forwarded after completion of investigation. It does not constitute the source of the High Court's inherent jurisdiction to quash criminal proceedings. Hence, option (a) is not the correct answer.
(b) Incorrect. Section 173 concerns recording information relating to cognizable offences and registration of the first information report. It does not preserve the High Court's inherent quashing jurisdiction. Hence, option (b) is not the correct answer.
(c) Correct. Section 528 preserves the High Court's inherent powers to give effect to orders under the Sanhita, prevent abuse of the process of court and otherwise secure the ends of justice, including quashing appropriate criminal proceedings. Hence, option (c) is the correct answer.
(d) Incorrect. Section 479 does not constitute the provision identified in the supplied principle as

preserving the High Court's inherent quashing power. That power is specifically recognised under Section 528. Hence, option (d) is not the correct answer.

19. PCMA and POCSO Act Override Personal Law on Child

1. **Correct Answer:** (b) The marriage is voidable at Ayesha's option because she was a child, while the circumstances attracting automatic voidness are absent here.
Reference Line: "Under Section 3 of the Act, a child marriage is voidable at the option of the contracting party who was a child, by petition presented before completion of two years from attaining majority. Section 12 makes such a marriage void where the child is taken or enticed away from lawful guardianship, compelled by force or deceit, or sold or trafficked for the purpose of marriage."
Explanation:
(a) Incorrect. The Act does not make every child marriage automatically void. Section 3 generally treats such a marriage as voidable at the option of the contracting party who was a child, while Section 12 specifies particular circumstances of automatic voidness. Hence, option (a) is not the correct answer.
(b) Correct. Ayesha was below eighteen when the marriage occurred, making it a child marriage. Because no force, deceit, trafficking or similar Section 12 circumstance exists, the marriage is voidable rather than automatically void, and she may seek annulment within the prescribed period. Hence, option (b) is the correct answer.
(c) Incorrect. Voluntary participation does not erase the statutory status of the marriage as a child marriage. Section 3 expressly grants the contracting party who was a child an option to seek annulment within the prescribed period. Hence, option (c) is not the correct answer.
(d) Incorrect. The statutory option belongs to the contracting party who was a child and does not depend upon the adult spouse agreeing to annulment. Requiring Imran's consent would defeat the protection expressly created by Section 3. Hence, option (d) is not the correct answer.

2. **Correct Answer:** (d) The marriage is void because the Act expressly treats a child marriage solemnised in contravention of a Section 13 injunction as void.
Reference Line: "Section 13 empowers a court to issue an injunction prohibiting a child marriage on complaint or on receipt of information, and a marriage solemnised in contravention of such an injunction is void."
Explanation:
(a) Incorrect. Breach of the injunction has consequences beyond criminal liability, but the voidness of the marriage arises under Section 14, which expressly declares a child marriage solemnised in contravention of an injunction issued under Section 13 to be void ab initio. Hence, option (a) is not the correct answer.
(b) Incorrect. Although Section 3 generally makes child marriages voidable, the Act recognises specific situations in which the marriage is void. Contravention of a preventive injunction under Section 13 is one such situation. Hence, option (b) is not the correct answer.
(c) Incorrect. The consequence is not confined to liability of the adults involved. The statutory rule affects the validity of the marriage itself where the ceremony is solemnised despite the prohibitory injunction. Hence, option (c) is not the correct answer.
(d) Correct. The court had issued a valid preventive injunction before solemnisation, and the marriage was knowingly performed in its breach. The Act therefore treats the resulting child marriage as void. Hence, option (d) is the correct answer.

3. **Correct Answer:** (a) Statements i, ii and iii only
Reference Line: “Sections 29 and 30 create presumptions as to the commission of the offence and as to culpable mental state once prosecution for specified offences is instituted, shifting the burden onto the accused to rebut them. Section 19 obliges any person apprehending or having knowledge of an offence to report it, and Section 21 penalises failure to report or to record such information.”
Explanation:
(a) Correct. Statements i, ii and iii accurately reproduce the statutory scheme concerning presumptions and mandatory reporting. Statement iv is incorrect because the presumptions shift the evidentiary burden but remain capable of rebuttal by the accused. Hence, option (a) is the correct answer.
(b) Incorrect. Statements i and ii are correct, but Statement iv wrongly treats the presumptions as irrebuttable. Statement iii has also been omitted despite correctly identifying the penal consequence under Section 21. Hence, option (b) is not the correct answer.
(c) Incorrect. Statements ii and iii are correct, but Statement iv is incorrect because the statutory presumptions may be rebutted. Statement i has also been wrongly excluded. Hence, option (c) is not the correct answer.
(d) Incorrect. Statements i and iii are correct, but Statement iv incorrectly eliminates rebuttal altogether. Statement ii is also correct because Section 19 expressly creates a reporting obligation. Hence, option (d) is not the correct answer.

4. Correct Answer: (c) Article 25 permits social-welfare and reform legislation regulating secular activities associated with religion, so child-protection measures may validly restrict such practices.
Reference Line: “Article 25(1) guarantees freedom of conscience and the right freely to profess, practise and propagate religion, subject to public order, morality, health and the other provisions of Part III. Article 25(2) preserves the power of the State to regulate secular activities associated with religious practice and to make laws for social welfare and reform, so measures protecting children fall squarely within the permitted regulatory field.”
Explanation:
(a) Incorrect. Article 25 does not make every established religious practice immune from legislation. The provision itself is qualified, and Article 25(2) preserves State authority to enact measures concerning social welfare and reform. Hence, option (a) is not the correct answer.
(b) Incorrect. The constitutional power to enact social-reform legislation does not depend upon proof of an immediate public-order disturbance in every individual case. Article 25(2) independently recognises regulatory authority in the social-welfare field. Hence, option (b) is not the correct answer.
(c) Correct. Article 25 protects religious freedom but expressly operates within constitutional limits. Article 25(2) permits regulation of associated secular activities and laws for social welfare and reform, which encompasses legislative measures aimed at protecting children. Hence, option (c) is the correct answer.
(d) Incorrect. Article 25(2) would be substantially deprived of effect if social-reform legislation could operate only upon activities having no association with religion. Its purpose expressly includes regulation within areas connected with religious practice where constitutionally permitted. Hence, option (d) is not the correct answer.

5. Correct Answer: (b) Section 42A

Reference Line: "Section 42A of the POCSO Act expressly provides that its provisions are in addition to and not in derogation of any other law, and that in case of inconsistency its provisions have overriding effect."
Explanation:
(a) Incorrect. Section 29 creates a statutory presumption relating to specified offences under the POCSO Act. It does not contain the provision governing inconsistency between POCSO and another law. Hence, option (a) is not the correct answer.
(b) Correct. Section 42A expressly addresses the relationship between POCSO and other laws and provides that, in the event of inconsistency, the provisions of POCSO have overriding effect. Hence, option (b) is the correct answer.
(c) Incorrect. Section 30 concerns the presumption regarding culpable mental state. It does not provide the Act's statutory rule of overriding effect in cases of inconsistency. Hence, option (c) is not the correct answer.
(d) Incorrect. Section 19 establishes the obligation to report apprehended or known offences under the Act. It is unrelated to the statutory priority accorded to POCSO over inconsistent legal provisions. Hence, option (d) is not the correct answer.

20. Right to Property under Article 300A

1. **Correct Answer:** (a) Article 300A protects Rakesh against unlawful deprivation of his property but does not create a positive right to obtain access through specified State land.
Reference Line: "Article 300A declares that no person shall be deprived of his property save by authority of law, so deprivation requires a valid law and adherence to the procedure it prescribes rather than mere executive fiat. It protects against deprivation of what a person owns but does not confer a positive entitlement to compel the State to provide a particular facility or route over public land."
Explanation:
(a) Correct. Article 300A restrains unlawful deprivation of property already belonging to a person. It does not oblige the State to confer an additional route or facility over public land merely because that route would improve convenience or commercial utility. Hence, option (a) is the correct answer.
(b) Incorrect. The constitutional guarantee does not require the State to furnish the most commercially advantageous means of access. Existing lawful access and beneficial enjoyment must be distinguished from a claimed positive entitlement over separate State property. Hence, option (b) is not the correct answer.
(c) Incorrect. Article 300A does not independently create an easement over government land. Easementary rights arise under their own legal framework and cannot be inferred merely from inconvenience associated with another available access route. Hence, option (c) is not the correct answer.
(d) Incorrect. Regulatory restrictions affecting the manner of enjoyment do not invariably amount to constitutional deprivation requiring acquisition of the entire property. Article 300A is attracted to deprivation of property, not every inconvenience affecting its use. Hence, option (d) is not the correct answer.

2. **Correct Answer:** (c) The refusal may be valid because Sections 28 to 30 permit access to be restricted, refused, regulated or diverted in the interest of traffic safety.
Reference Line: "Section 28 prohibits vehicular access to a Highway except as generally or specifically

permitted by the Highway Administration, subject to guidelines and instructions of the Central Government, and empowers declaration of a Highway or a portion as limited for access. Section 29 governs applications for specific access, and Section 30 permits refusal, regulation or diversion of existing or proposed access in the interest of safety and convenience of traffic, making safety a controlling consideration."

Explanation:

(a) Incorrect. Ownership of land adjoining a national highway does not create an unrestricted statutory right of direct entry. Sections 28 to 30 expressly subject vehicular access to regulation and permission by the Highway Administration. Hence, option (a) is not the correct answer.

(b) Incorrect. The statutory standard does not require proof that an accident is certain to occur. Traffic safety and convenience are themselves legitimate grounds for refusing or regulating access before actual harm materialises. Hence, option (b) is not the correct answer.

(c) Correct. Sections 28, 29 and 30 establish a permission-based access regime. On an access-controlled corridor, safety, road design and regulated ingress or egress may justify refusal of a direct opening onto the carriageway. Hence, option (c) is the correct answer.

(d) Incorrect. The timing of warehouse construction does not itself create an indefeasible right of access. Existing or proposed access may still be regulated, diverted or refused under the statutory framework in the interest of safety and traffic convenience. Hence, option (d) is not the correct answer.

3. Correct Answer: (d) Statements i, ii and iii only

Reference Line: "Section 3A provides for notification of intention to acquire land for a national highway, Section 3C for hearing objections, and Section 3D for the declaration on publication of which the land vests absolutely in the Central Government free from all encumbrances. Section 3G governs determination of the amount payable, requiring account to be taken of damage sustained by severance from the remaining holding, injurious affection to other property or earnings, and rights in the nature of easements."

Explanation:

(a) Incorrect. Statements i and ii are correct, but Statement iv is incorrect because Section 3G expressly requires consideration of more than bare market value, including severance, injurious affection and rights in the nature of easements. Hence, option (a) is not the correct answer.

(b) Incorrect. Statements ii and iii are correct, but Statement iv incorrectly narrows the compensation inquiry under Section 3G. Statement i has also been wrongly omitted. Hence, option (b) is not the correct answer.

(c) Incorrect. Statements i and iii are correct, but Statement iv is inconsistent with the supplied statutory principle. Statement ii is also correct because Section 3C concerns objections to acquisition. Hence, option (c) is not the correct answer.

(d) Correct. Statements i, ii and iii accurately identify the functions of Sections 3A, 3C and 3D. Statement iv alone is incorrect because Section 3G expressly includes specified consequential losses and easementary interests in determining the amount payable. Hence, option (d) is the correct answer.

4. **Correct Answer:** (b) Vikram must first establish that the two properties are similarly situated in relevant respects before differential treatment can amount to unconstitutional discrimination.

Reference Line: "A claim of discriminatory treatment requires the claimant to establish that he is similarly situated to those receiving more favourable treatment, since equality operates only among equals. Differences in location, road geometry, statutory zone and operational constraints defeat the comparison, so unlike cases may lawfully be treated unlike."

Explanation:

(a) Incorrect. Article 14 does not mandate identical treatment merely because both persons own land near national highways. Relevant factual and regulatory distinctions may lawfully justify different access decisions. Hence, option (a) is not the correct answer.

(b) Correct. A discrimination claim requires a valid comparator. Differences in access-control status, road geometry, location and operational safety may mean Arjun and Vikram are not similarly situated at all. Hence, option (b) is the correct answer.

(c) Incorrect. Different outcomes do not by themselves establish hostile discrimination. Article 14 permits differential treatment where materially different factual or regulatory conditions justify it. Hence, option (c) is not the correct answer.

(d) Incorrect. Technical decisions remain subject to constitutional review for illegality, arbitrariness or other recognised defects. Judicial restraint does not create complete immunity from Article 14. Hence, option (d) is not the correct answer.

5. **Correct Answer:** (a) Section 3G

Reference Line: "Section 3G governs determination of the amount payable, requiring account to be taken of damage sustained by severance from the remaining holding, injurious affection to other property or earnings, and rights in the nature of easements."

Explanation:

(a) Correct. Section 3G governs determination of the amount payable upon acquisition and requires consideration of specified forms of consequential damage, including severance and easementary interests. Hence, option (a) is the correct answer.

(b) Incorrect. Section 3D concerns the declaration after which the acquired land vests absolutely in the Central Government free from all encumbrances. It does not principally govern determination of compensation. Hence, option (b) is not the correct answer.

(c) Incorrect. Section 3C provides the mechanism for hearing objections to the proposed acquisition. It does not determine the amount payable for the acquired property. Hence, option (c) is not the correct answer.

(d) Incorrect. Section 3A concerns notification of the intention to acquire land for purposes of a national highway. It is the initiation stage rather than the compensation provision. Hence, option (d) is not the correct answer.

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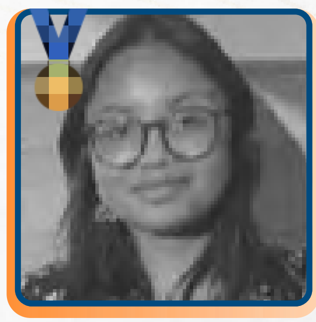
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