CLAT PG 2026 Question Paper (Set-C) with Solutions

Time Allowed : 2 Hour	**Maximum Marks :** 120	**Total Questions :** 120

General Instructions

Read the following instructions very carefully and strictly follow them:

1. This Question Booklet (QB) contains 120 (One hundred and Twenty) Multiple Choice Questions across 48 (Forty Eight) pages including 2 (Two) blank pages for rough work. No additional sheet(s) of paper will be supplied for rough work.
2. You have to answer ALL questions in the separate carbonised Optical Mark Reader (OMR) Response Sheet supplied along with this QB. You must READ the detailed instructions provided with the OMR Response Sheet on the reverse side of this packet BEFORE you start the test.
3. No clarification can be sought on the QB from anyone. In case of any discrepancy such as printing error or missing pages, in the QB, request the Invigilator to replace the QB and OMR Response Sheet. Do not use the previous OMR Response sheet with the fresh QB.
4. You should write the QB Number, and the OMR Response Sheet Number, and sign in the space/column provided in the Attendance Sheet.
5. The QB for the Under Graduate Programme is for 120 marks. Every Right Answer secures 1 mark. Every Wrong Answer results in the deduction of 0.25 mark. There shall be no deductions for Unanswered Questions.
6. You may retain the QB and the Candidate's copy of the OMR Response Sheet after the end of the test.
7. The use of any unfair means shall result in your disqualification. Possession of Electronic Devices such as mobile phones, headphones, digital watches, etc., is/are strictly prohibited in the test premises. Impersonation or any other unlawful practice will lead to your disqualification and possibly, appropriate action under the law.

I: The Companies Act, 2013 does not deal with insolvency and bankruptcy when the companies are unable to pay their debts or the aspects relating to the revival and rehabilitation of the companies and their winding up if revival and rehabilitation is not possible. In principle, it cannot be doubted that the cases of revival or winding up of the company on the ground of insolvency and inability to pay debts are different from cases where companies are wound up under Section 271 of the Companies Act 2013. The two situations are not identical. Under Section 271 of the Companies Act, 2013, even a running and financially sound company can also be wound up for the reasons in clauses (a) to (e). The reasons and grounds for winding up under Section 271 of the Companies Act, 2013 are vastly different

from the reasons and grounds for the revival and rehabilitation scheme as envisaged under the IBC. The two enactments deal with two distinct situations and in our opinion, they cannot be equated when we examine whether there is discrimination or violation of Article 14 of the Constitution of India. For the revival and rehabilitation of the companies, certain sacrifices are required from all quarters, including the workmen. In case of insolvent companies, for the sake of survival and regeneration, everyone, including the secured creditors and the Central and State Government, are required to make sacrifices. The workmen also have a stake and benefit from the revival of the company, and therefore unless it is found that the sacrifices envisaged for the workmen, which certainly form a separate class, are onerous and burdensome so as to be manifestly unjust and arbitrary, we will not set aside the legislation, solely on the ground that some or marginal sacrifice is to be made by the workers. We would also reject the argument that to find out whether there was a violation of Article 14 of the Constitution of India or whether the right to life under Article 21 Constitution of India was infringed, we must word by word examine the waterfall mechanism envisaged under the Companies Act, 2013, where the company is wound up in terms of grounds (a) to (e) of Section 271 of the Companies Act, 2013; and the rights of the workmen when the insolvent company is sought to be revived, rehabilitated or wound up under the Code. The grounds and situations in the context of the objective and purpose of the two enactments are entirely different.
(Extracted, with edits and revision, from Moser Baer Karamchari Union v. Union of India, 2023 SCC Online SC 547)

1. In which of the following cases, it was held by the Supreme Court that although a company is a separate legal entity distinct from that of its members, the corporate veil may be lifted and the corporate personality may be ignored?
(A) Life Insurance Corporation of India v. Escorts Ltd. (1986) 59 Comp Case 548
(B) R. K. Dalmia vs Delhi Administration, AIR 1962 SC 1821
(C) Dale And Carrington Invt. P. Ltd. v. P.K. Prathapan AIR 2005 SC 1624
(D) Rohtas Industries Ltd v. S.D. Agarwal, AIR 1969 SC 707

Correct Answer: (A) Life Insurance Corporation of India v. Escorts Ltd. (1986) 59 Comp Case 548

Solution: Step 1: Identify the legal concept. The question concerns the doctrine of "Lifting the Corporate Veil" , which is an exception to the rule that a company is a separate legal person.
Step 2: Locate the relevant precedent. The Life Insurance Corporation of India v. Escorts Ltd. case is a landmark Indian Supreme Court judgment that extensively discussed the circumstances under which the corporate veil may be lifted, notably to determine the true character of the company, prevent fraud, or avoid the illegality of transactions.
Step 3: Conclusion. Life Insurance Corporation of India v. Escorts Ltd. is the correct legal precedent.

Quick Tip

The principle of separate legal personality is the 'corporate veil.' The rule allowing the court to pierce this separation is called 'Lifting the Corporate Veil,' a concept affirmed in the LIC v. Escorts Ltd. case.

---

2. The extent to which a Corporation as a legal person can be held criminally liable for its acts and omissions and for those of the natural persons employed by it is called?
(A) Corporate manslaughter
(B) Lifting the corporate veil
(C) Corporate criminal liability
(D) Corporate social responsibility

Correct Answer: (C) Corporate criminal liability

Solution: Step 1: Analyze the definition. The definition relates to holding the corporate entity (the "legal person") accountable in a criminal context for its own actions or the actions of its employees/agents.
Step 2: Evaluate the options.

- (A) Corporate manslaughter is a specific offense, not the general principle.
- (B) Lifting the corporate veil refers to ignoring the corporate personality in civil/criminal cases, not the scope of liability itself.
- (C) Corporate criminal liability is the precise legal term encompassing the scope and principles under which a corporation can be found guilty of a crime.
- (D) Corporate social responsibility is an ethical/business concept, not a legal liability term.

Step 3: Conclusion. The term is Corporate criminal liability.

Quick Tip

The concept of holding a company accountable in a criminal court is universally termed 'Corporate Criminal Liability.'

---

3. In which of the following cases, the constitutionality of the Insolvency and Bankruptcy Code, 2016 was upheld by the Supreme Court?
(A) RPS Infrastructure Ltd. v. Union of India, 2023 INSC 816
(B) Paschimanchal Vidyut Vitran Nigam Ltd. v. Union of India, AIR 1971 SC 862
(C) Union Bank of India v. Financial Creditors of M/s Amtek Auto Limited, (2023) IBC Law.in 85 SC.
(D) Swiss Ribbons v. Union of India, (2019) SCC Online SC 73.

Correct Answer: (D) Swiss Ribbons v. Union of India, (2019) SCC Online SC 73.

Solution: Step 1: Identify the relevant legislation. The question is about the constitutionality of the Insolvency and Bankruptcy Code (IBC), 2016.
Step 2: Locate the key judgment. The Swiss Ribbons Pvt. Ltd. v. Union of India case is the landmark Supreme Court judgment that comprehensively examined the IBC, 2016, specifically addressing and upholding the constitutionality of various provisions, including the classification of financial and operational creditors.
Step 3: Conclusion. Swiss Ribbons v. Union of India upheld the constitutionality of the IBC.

> Quick Tip
>
> The 2019 judgment in Swiss Ribbons is recognized as the definitive ruling that cemented the legal validity and structure of the Insolvency and Bankruptcy Code (IBC) in India.

---

4. A director other than a managing director or a whole-time director or a nominee director who does not have any material or pecuniary relationship with the company/ directors other than the remuneration is called
(A) Founding Director
(B) Promoter Director
(C) Independent Director
(D) Associate Director

Correct Answer: (C) Independent Director

Solution: Step 1: Analyze the characteristics provided. The director must be:

- Non-executive (not a Managing or Whole-time Director).
- Free from any material/pecuniary relationship with the company or other directors.

Step 2: Define the types of directors. This definition of independence and non-affiliation is the legal definition of an Independent Director . The role is to provide an objective view and maintain checks and balances on the management.
Step 3: Conclusion. The director described is an Independent Director.

> Quick Tip
>
> The core function of an Independent Director is 'independence'—they must be external to the company's management and free from any relationship that could compromise their objective judgment.

---

5. Which among the following is not a duty of a Director of the company?
(A) To file return of allotments
(B) To disclose interest

(C) Duty to call upon the shareholders to attend the Board meetings
(D) To convene General meeting

Correct Answer: (C) Duty to call upon the shareholders to attend the Board meetings

Solution: Step 1: Identify the roles and duties of a Director. A director's duties include statutory and fiduciary duties such as filing returns, disclosing interests, and convening General Meetings.
Step 2: Analyze the remaining option. (C) Duty to call upon the shareholders to attend the Board meetings is incorrect. Board meetings are closed meetings for the Directors to manage the company. Shareholders attend General Meetings (AGM/EGM). Directors have no duty (or right) to call shareholders to a Board meeting.
Step 3: Conclusion. The duty to call shareholders to a Board meeting is not a duty of the Director.

> Quick Tip
>
> Board Meetings are for the Board (Directors) to manage the company. General Meetings are for the company's owners (Shareholders) to vote on major decisions. Shareholders are never called to attend a Board meeting.

II: In his heroic efforts, my learned brother Krishna Iyer, if I may say so with great respect, has not discarded the tests of industry formulated in the past. Indeed, he has actually restored the tests laid down by this Court in D. N. Banerji's case and, after that, in the Corporation of the City of Nagpur v. Its Employees, and State of Bombay v. The Hospital Mazdoor Sabha to their pristine glory. My learned brother has, however, rejected what may appear, to use the word employed recently by an American Jurist, "excrescences" of subjective notions of judges which may have blurred those tests. The temptation is great, in such cases, for us to give expression of what may be purely subjective personal predilections. It has, however, to be resisted if law is to possess a direction in Conformity with Constitutional objectives and criteria which must impart that reasonable state of predictability and certainty to interpretations of the Constitution as well as to the laws made under it which citizens should expect. We have, so to speak, to chart what may appear to be a Sea in which the ship of law like Noah's ark may have to be navigated. Indeed, Lord Sankey on one occasion, said that law itself is like the ark to which people look for some certainty and security amidst the shifting sands of political life and vicissitudes of times. The Constitution and the directive principles of State policy, read with the basic fundamental rights, provide us with a compass.
This Court has tried to indicate in recent cases that the meaning of what could be described as a basic "structure" of the Constitution must necessarily be found in express provisions of the construction and not merely in subjective notions about meanings of words. Similar must be the reasoning we must employ in extracting the core of meaning hidden between the interstices of statutory provisions. Each of

us is likely to have a subjective notion about "industry". For objectivity, we have to look first to the, words used in the statutory provision defining industry in an attempt to find the meaning. If that meaning is clear, we need proceed no further. But, the trouble here is that the words found there do not yield a meaning so readily. They refer to what employers or workers may do as parts of their ordinary avocation or business in life.
(Extracted with edits from Bangalore Water Supply v. A. Rajappa Others, AIR 1978 SC 548)

6. According to the Supreme Court's judgment, what is the most important factor in determining whether an activity constitutes an industry?
(A) The profit-making motive of the employer
(B) When there are multiple activities carried on by an establishment, its dominant function has to be considered. If the dominant function is not commercial, benefits of a workman of an industry under Industrial Dispute Act may be given.
(C) The nature of the activity and the authority of the employer over its employees
(D) When there are multiple activities carried on by an establishment, all the activities must be considered. Even if one activity is commercial, the employees will not get the benefit of workman of an industry under the Industrial Dispute Act.

Correct Answer: (B) When there are multiple activities carried on by an establishment, its dominant function has to be considered. If the dominant function is not commercial, benefits of a workman of an industry under Industrial Dispute Act may be given.

Solution: Step 1: Identify the "Triple Test" (The Rajappa Test). The Bangalore Water Supply case, also known as the Rajappa case, laid down the "Triple Test" to determine 'Industry' . The test includes: 1. Systematic activity. 2. Organised by co-operation between employer and employee. 3. For the production or distribution of goods or services calculated to satisfy human wants and wishes.
Step 2: Apply the "Dominant Nature Test" (The Major Clarification). The judgment further introduced the Dominant Nature Test (or the 'predominant activity' test) to be applied when an establishment engages in multifarious activities. This test dictates that the dominant function must be considered. If the dominant activity falls within the definition of 'Industry,' the entire establishment is generally considered an 'Industry,' regardless of secondary, non-industrial activities (like charity or education).
Step 3: Evaluate the options.

- (A) is incorrect; profit motive was explicitly rejected as essential.
- (B) correctly captures the essence of the Dominant Nature Test, a crucial part of the Rajappa interpretation, which considers the principal activity.
- (C) is too vague.
- (D) is contrary to the spirit of the judgment.

Step 4: Conclusion. The Dominant Nature Test (Option B) is the primary factor used when an establishment has multiple functions, a critical element of the Rajappa ruling.

Quick Tip

The Rajappa case established that the true test is the 'nature of the activity' (Triple Test) and, when multiple activities exist, the 'dominant nature' of the principal activity.

---

7. Which of the following best describes the broader impact of the judgment?
(A) It reduced labour protections for workers
(B) It extended labour protections to a broader spectrum of workers
(C) It had no significant impact on labour laws
(D) It only affected private sector workers

Correct Answer: (B) It extended labour protections to a broader spectrum of workers

Solution: Step 1: Analyze the scope of the Rajappa judgment. Before Rajappa, the definition of 'Industry' was narrow, often excluding government departments, hospitals, educational institutions, and charitable bodies.
Step 2: Determine the consequence of the "Triple Test." By applying the broad "Triple Test" and rejecting the necessity of profit motive or capital investment, the Supreme Court dramatically expanded the scope of 'Industry' under the Industrial Disputes Act . This brought numerous new categories of organized activity—including public service sectors—under the purview of the Act, thereby extending labour protections to a much broader spectrum of workers.
Step 3: Conclusion. The judgment's primary impact was the expansive inclusion of workers under the Act's protection.

Quick Tip

The Rajappa judgment fundamentally broadened the definition of 'Industry,' ensuring labour laws protected workers in many sectors previously excluded, such as governmental departments and non-profit organizations.

---

8. Which of the following best describes the term 'industry' as defined by the Supreme Court in this judgment?
(A) Any activity involving profit-making
(B) Any systematic activity organized by cooperation between an employer and employees for producing or distributing goods and services
(C) Only activities conducted by private enterprises
(D) Activities limited to manufacturing sectors

Correct Answer: (B) Any systematic activity organized by cooperation between an employer and employees for producing or distributing goods and services

Solution: Step 1: Recall the "Triple Test" from the Rajappa case. The definition articulated by the Supreme Court bench was that 'Industry' must satisfy the following three

components: 1. Systematic activity. 2. Organised by co-operation between employer and employee. 3. For the production or distribution of goods and services to satisfy human wants (excluding spiritual or religious services).
Step 2: Compare with the options. Option (B) is a near-perfect articulation of the famous "Triple Test" laid down in the judgment.
Step 3: Conclusion. The definition provided in option (B) accurately reflects the expansive and systematic nature of the activity required to constitute an 'Industry.'

> Quick Tip
>
> The three key pillars of the 'Industry' definition (Systematic Activity, Co-operation, Goods/Services) were central to the Rajappa verdict's broad interpretation.

---

9. In which of the following landmark judgements, the Supreme Court held that when an association or society of apartment owners employs workers for personal services to its members, those workers do not qualify as workmen under the Act and the association is not an "Industry" under the Industrial Disputes Act?
(A) Som Vihar Apartment Owners' Housing Maintenance Society Ltd v. Workmen, 2009 SC
(B) Anand Vihar Apartment Owners' Society Ltd. V. Workmen, 2024 SC
(C) Kanchanjunga Building Employees Union v. Kanchanjunga Flat Owner's Society & Anr., 2024 SC
(D) Workmen represented by Secretary v. Reptakos Brett AIR 1992 SC 504

Correct Answer: (A) Som Vihar Apartment Owners' Housing Maintenance Society Ltd v. Workmen, 2009 SC

Solution: Step 1: Identify the specific legal issue. The issue concerns whether a non-profit cooperative residential society (apartment owner association) that employs maintenance staff for the benefit of its members constitutes an 'Industry'.
Step 2: Locate the relevant precedent. The Som Vihar Apartment Owners' Housing Maintenance Society Ltd v. Workmen case is the landmark judgment that addressed this very issue. The Supreme Court distinguished such societies from 'Industry,' reasoning that the services provided are essentially to the members themselves (domestic/personal service) and lack the employer-employee cooperation aimed at the community or a third party, thus not meeting the Rajappa test for 'Industry.'
Step 3: Conclusion. The principle was laid down in Som Vihar Apartment Owners' Housing Maintenance Society Ltd v. Workmen.

> Quick Tip
>
> The Som Vihar case created a key exception to the broad Rajappa definition, exempting apartment owner societies that provide self-service/personal services to members from being classified as an 'Industry.'

---

10. Under the Industrial Dispute Act, 1947, what is the role of the "Works Committee" and which of the following correctly describes its function?
(A) The works committee is a body formed by the central government to address wage disputes between employer and employee in public sector industries.
(B) The works committee is a grievance redressal body constituted by the employer, primarily to promote measures for securing and preserving amity and good relations between the employer and employee.
(C) The Works Committee is responsible for making binding decisions on industrial disputes related to layoffs, retrenchment and closure of industrial units.
(D) The Works Committee is responsible for adjudicating major industrial disputes regarding wages, bonus or retrenchment.

Correct Answer: (B) The works committee is a grievance redressal body constituted by the employer, primarily to promote measures for securing and preserving amity and good relations between the employer and employee.

Solution: Step 1: Define the Works Committee (Section 3 of ID Act). The Industrial Disputes Act, 1947, mandates the constitution of a Works Committee in establishments employing 100 or more workmen. It consists of representatives of both the employer and the workmen.
Step 2: Define its primary function. The core function of the Works Committee is to promote measures for securing and preserving amity and good relations between the employer and workmen, and to that end, to comment upon matters of their common interest or concern and endeavor to compose any material difference of opinion in respect of such matters. It is essentially a forum for internal dialogue and minor grievance resolution.
Step 3: Evaluate the options.

- (A) is incorrect; it is formed at the plant level, not by the central government for public sector industries.
- (C) and (D) are incorrect; the Committee deals with minor issues, not adjudication or binding decisions on major disputes (like wages, bonus, or retrenchment), which are handled by Conciliation Officers or Industrial Tribunals.
- (B) correctly captures its nature as a joint body focused on maintaining peaceful relations and internal grievance redressal.

Step 4: Conclusion. The Works Committee's role is to promote amity and resolve minor internal issues.

> Quick Tip
>
> The Works Committee is the basic, plant-level body for securing peace and resolving day-to-day issues, differentiating it from higher adjudicatory bodies like the Industrial Tribunal.

III: The Act of 1948 defines "manufacturing process" and we clearly find that "washing, cleaning" and the activities carried out by the respondent with a view

to its use, delivery or disposal are squarely attracted. The contention of the respondent that dry cleaning does not make any product usable, saleable or worthy of transport, delivery or disposal has only to be stated to be rejected. "Manufacturing process" has been defined to mean any process for washing or cleaning with a view to its use, sale, transport, delivery or disposal. The linen deposited with the launderer is, after washing and cleaning, delivered to the customer for use. The ingredients of the section are fully satisfied. There is nothing in the Act of 1948, which is repugnant in the subject or context, constraining us to jettison the definition. Hence, we reject the findings of the High Court and hold that the activity carried out which on facts is not disputed is clearly covered by the definition of "manufacturing process" under Section 2(k) which, in turn, would bring the premises in question of the respondent under the definition of "factory" under Section 2(m). If that were so, the complaint lodged against the respondent could not have been quashed.
(Extracted with edits from The State of Goa v. Namita Tripathi, 2025 INSC 306)

11. According to the Supreme Court's interpretation of Section 2(k)(i) of the Factories Act, 1948, the business of a laundry service involving cleaning and washing of clothes is considered a "manufacturing process" primarily because it involves:
(A) Producing a new marketable commodity through transformation.
(B) Washing or cleaning any article or substance with a view to its delivery or use.
(C) Carrying on a service and not a manufacturing activity.
(D) Employing more than 50 workers, regardless of the activity.

Correct Answer: (B) Washing or cleaning any article or substance with a view to its delivery or use.

Solution: Step 1: Refer to the statutory definition. Section $2(k)(i)$ of the Factories Act, 1948, defines "manufacturing process" to include "any process for - washing or cleaning any article or substance with a view to its use, sale, transport, delivery or disposal."
Step 2: Apply the definition to the case. The Supreme Court in Namita Tripathi affirmed that the laundry business falls directly under this clause, as it involves washing or cleaning clothes (an article or substance) with a view to its delivery or use by the customer.
Step 3: Evaluate the options. Option (B) is a direct quote/accurate summary of the relevant clause of the definition that specifically covers laundry activities.

> Quick Tip
>
> The Factories Act, 1948, has an extremely broad definition of "manufacturing process," including specific service activities like cleaning, washing, pumping oil, generating power, etc., which are not manufacturing in the traditional sense.

---

12. What rule of statutory interpretation did the Supreme Court explicitly state should be applied to the Factories Act, 1948, because of its nature?
(A) Rule of Literal Interpretation.
(B) Doctrine of Stare Decisis.

(C) Liberal and Beneficial Construction.
(D) Rule of Ejusdem Generis.

Correct Answer: (C) Liberal and Beneficial Construction.

Solution: Step 1: Identify the nature of the Factories Act. The Factories Act, 1948, is a social welfare and labour statute enacted primarily to protect the health, safety, and welfare of workers.
Step 2: Apply the relevant rule of interpretation. The Supreme Court consistently holds that social welfare legislation, such as the Factories Act, must be interpreted using the rule of Liberal and Beneficial Construction , meaning the interpretation must favor the class of persons the legislation is intended to protect (the workmen). The Namita Tripathi judgment explicitly reaffirmed this rule.
Step 3: Conclusion. The appropriate rule is Liberal and Beneficial Construction.

Quick Tip

The principle of 'Beneficial Construction' is a cornerstone of Indian jurisprudence for interpreting welfare statutes, ensuring the legislation achieves its protective intent for the marginalized class.

---

13. The Supreme Court used the 'Mischief Rule' of interpretation to analyze the definition of "manufacturing process" by comparing the Factories Act, 1948, with its predecessor. What was the critical difference noted in the 1948 Act's definition (Section 2(k)) compared to the 1934 Act's definition (Section 2(g))?
(A) The 1948 Act introduced the concept of "power" being used in the process.
(B) The 1948 Act included the words 'washing, cleaning', which were absent in the 1934 Act.
(C) The 1948 Act removed the exemption for mobile units of the armed forces.
(D) The 1948 Act lowered the minimum age of employment for children.

Correct Answer: (B) The 1948 Act included the words 'washing, cleaning', which were absent in the 1934 Act.

Solution: Step 1: Understand the 'Mischief Rule'. The Mischief Rule requires the court to look at the law before the Act (the 'mischief') and identify the remedy the new Act intended to provide.
Step 2: Apply the Mischief Rule to the case. The Supreme Court noted that the Factories Act of 1934 (Section 2(g)) focused narrowly on 'making, altering, repairing, ornamenting, finishing or otherwise treating or adapting any article or substance'. The Factories Act of 1948 (Section 2(k)) deliberately inserted the words: 'pumping oil, water or sewage,' 'generating, transforming or transmitting power,' and critically, 'washing or cleaning any article or substance.'
Step 3: Conclude the critical difference. The inclusion of "washing or cleaning" in the 1948 Act showed a legislative intent to specifically broaden the scope of 'manufacturing process' beyond traditional manufacturing to include service activities like laundry, addressing the previous mischief.

Quick Tip

The inclusion of specific terms like 'washing, cleaning' in the 1948 Act, which were missing in the 1934 Act, was the key indicator used by the court to justify the expanded scope of 'manufacturing process' via the Mischief Rule.

---

14. A premises is defined as a "factory" under Section 2(m)(i) of the Factories Act, 1948, if:

(A) Twenty or more workers are working without the aid of power.

(B) Ten or more workers are working, and a manufacturing process is carried on with the aid of power.

(C) Less than ten workers are working, but the process involves hazardous substances.

(D) It is a hotel, restaurant, or eating place.

Correct Answer: (B) Ten or more workers are working, and a manufacturing process is carried on with the aid of power.

Solution: Step 1: State the definition of a 'Factory' (Section 2(m)). Section $2(m)$ defines 'factory' as any premises where a manufacturing process is carried on: (i) With the aid of power, where ten or more workers are working. (ii) Without the aid of power, where twenty or more workers are working.

Step 2: Compare with the options. Option (B) exactly matches the condition specified under Section $2(m)(i)$: Ten or more workers and a manufacturing process carried on with the aid of power.

Step 3: Conclusion. The condition described in option (B) defines a factory under Section 2(m)(i).

Quick Tip

The key threshold for defining a 'factory' is the number of workers and whether the manufacturing process utilizes power (10 or more workers with power; 20 or more workers without power).

---

15. The Supreme Court ruled that the Punjab and Haryana High Court judgment in Employees' State Insurance Corporation, Jullundur v. Triplex Dry Cleaners and Others (1982) was not applicable to the present case because:

(A) The Triplex Dry Cleaners case was decided under the Shops and Establishments Act, not the Factories Act.

(B) The Triplex Dry Cleaners case was decided before the definition of "manufacturing process" under the Factories Act, 1948, was incorporated into the Employees State Insurance Act (ESIC Act).

(C) The Triplex Dry Cleaners case dealt with washing, not dry cleaning.

(D) The ESIC Act was a penal statute, while the Factories Act, 1948, is a welfare statute.

Correct Answer: (B) The Triplex Dry Cleaners case was decided before the definition of "manufacturing process" under the Factories Act, 1948, was incorporated into the Employees State Insurance Act (ESIC Act).

Solution: Step 1: Analyze the legal context of Triplex Dry Cleaners. The Triplex Dry Cleaners case was decided in 1982. It dealt with the application of the Employees' State Insurance Act (ESIC Act).
Step 2: Identify the legal basis for the Supreme Court's distinction. The Supreme Court noted that the ESIC Act was amended in 1989 to explicitly incorporate the definition of 'manufacturing process' from Section 2(k) of the Factories Act. Since the Triplex Dry Cleaners case was decided in 1982, before this 1989 amendment, the High Court in that case did not have the benefit of the Factories Act's wide definition being directly applicable to the ESIC Act.
Step 3: Conclude the distinction. The Supreme Court ruled the Triplex Dry Cleaners precedent irrelevant because it was decided prior to the statutory incorporation of the key definition into the ESIC Act, which expanded the scope of coverage.

Quick Tip

In law, the applicability of precedent often depends on the statutory provisions in force at the time of the previous judgment. The Supreme Court distinguished the 1982 case because the definition used in the ESIC Act changed significantly later in 1989.

IV: "Section 55 of the Indian Contract Act says that when a party to a contract promises to do a certain thing within a specified time but fails to do so, the contract or so much of it as has not been performed, becomes voidable at the option of the promisee if the intention of the parties was, that time should be of the essence of the contract. If time is not the essence of the contract, the contract does not become voidable by the failure to do such thing on or before the specified time but the promisee is entitled to compensation from the promisor for any loss occasioned to him by such failure. Further, if in case of a contract voidable on account of the promisor's failure to perform his promise within the time agreed and the promisee accepts performance of such promise at any time other than that agreed, the promisee cannot claim compensation for any loss occasioned by the non-performance of the promise at the time agreed, unless, at the time of such acceptance he gives notice to the promisor of his intention to do so. . . . Sections 73 and 74 deal with consequences of breach of contract. Heading of Section 73 is compensation for loss or damage caused by breach of contract. When a contract is broken, the party who suffers by such breach is entitled to receive from the party who has broken the contract compensation for any loss or damage caused to him thereby which naturally arose in the usual course of things from such breach or which the parties knew when they made the contract to be likely to result from the breach of it. On the other hand, Section 74 deals with compensation for breach of contract where penalty is stipulated for. When a contract is broken, if a sum is mentioned in the contract as the amount to be paid in case of such breach or if the

contract contains any other stipulation by way of penalty, the party complaining of the breach is entitled whether or not actually damage or loss is proved to have been caused thereby, to receive from the party who has broken the contract reasonable compensation not exceeding the amount so named or the penalty stipulated for." (Extracted from: Consolidated Construction Consortium Limited v Software Technology Parks of India 2025 INSC 574)

16. Whether time is of essence or not is a question of fact, and the real test is the parties' intention. Which amongst the following is not correct in ascertaining the intention of the parties with respect to "time is of essence".

(A) The express words used in the contract.
(B) The nature of the property which forms the subject-matter of the contract.
(C) The nature of the contract and the surrounding circumstances.
(D) The nature of the contract that provides for an extension of time or liquidated damages for delays

Correct Answer: (D) The nature of the contract that provides for an extension of time or liquidated damages for delays

Solution: Step 1: Define "Time is of the Essence." When time is of the essence, failure to perform a contractual obligation by the stipulated date constitutes a fundamental breach, allowing the injured party to repudiate the contract.
Step 2: Analyze the factors determining intention. Factors generally considered by courts to ascertain if time is of the essence are:

- Express words in the contract (Option A).
- The nature of the subject-matter (e.g., contracts for sale of perishable goods or commercial land where market fluctuation is likely) (Option B).
- The nature of the contract and surrounding circumstances (Option C).

Step 3: Evaluate the incorrect factor. A clause providing for an extension of time or liquidated damages for delay implies that the parties contemplated performance after the due date, meaning the stipulated date was not of the essence but merely the target date. Therefore, such a clause works against the intention that time is of the essence.
Step 4: Conclusion. Option (D) describes a factor that usually indicates time is not of the essence.

Quick Tip

If a contract includes a liquidated damages clause for delays, it usually shows the parties intended compensation rather than immediate termination for late performance, meaning time is not strictly "of the essence."

---

17. Which of the following is NOT a leading judgement on section 74 of the Indian Contract Act:

(A) Kailash Nath Associates v Delhi Development Authority [2015] 1 SCR 627.
(B) ONGC Ltd v Saw Pipes Ltd (2003) 5 SCC 705.
(C) Fateh Chand v Balkishan Dass (1964) 1 SCR 515.
(D) Satyabrata Ghose v Mugneeram Bangur & Co 1954 SCR 310.

Correct Answer: (D) Satyabrata Ghose v Mugneeram Bangur & Co 1954 SCR 310.

Solution: Step 1: Identify the scope of Section 74. Section 74 of the Indian Contract Act deals with compensation for breach of contract where a penalty or liquidated amount is stipulated.
Step 2: Identify the leading precedents on Section 74.

- (C) Fateh Chand v Balkishan Dass (1964) is the locus classicus (classic authority) on Section 74.
- (B) ONGC Ltd v Saw Pipes Ltd (2003) is a major judgment on liquidated damages, clarifying when compensation can be awarded even without proof of actual loss (if the loss is difficult to prove).
- (A) Kailash Nath Associates v Delhi Development Authority (2015) is the most recent authoritative pronouncement, consolidating and clarifying the entire law on Section 74.

Step 3: Analyze the non-relevant case. (D) Satyabrata Ghose v Mugneeram Bangur & Co (1954) is the leading Indian Supreme Court judgment on Section 56 (Frustration of Contract), not Section 74 (Liquidated Damages/Penalty).
Step 4: Conclusion. Satyabrata Ghose v Mugneeram Bangur & Co is not a leading judgment on Section 74.

Quick Tip

To distinguish landmark judgments, remember Fateh Chand established the principle of reasonable compensation under Section 74, while Satyabrata Ghose established the Indian law on the doctrine of Frustration of Contract (Section 56).

---

18. Which of the following is a CORRECT proposition as regards award of damages in contract:
(A) In general, no damages in contract are awarded for injury to plaintiff's feelings or for mental distress, loss of reputation or social discredit caused by the breach of contract.
(B) In general, damages in contract are awarded for anguish and vexation caused by the breach of contract.
(C) In general, damages in contract are awarded for anguish and loss of reputation, but not for social discredit caused by the breach of contract.
(D) In general, damages in contract are awarded for emotional distress, but not for mental agony caused by the breach of contract.

Correct Answer: (A) In general, no damages in contract are awarded for injury to plaintiff's feelings or for mental distress, loss of reputation or social discredit caused by the breach of contract.

Solution: Step 1: State the general rule for Contract Damages. Contract damages, governed by Section 73, are generally awarded to compensate for pecuniary loss suffered by the injured party and are non-punitive.
Step 2: State the rule regarding non-pecuniary loss. The general rule is that damages are not awarded for non-pecuniary losses, such as mental anguish, injured feelings, emotional distress, or loss of reputation .
Step 3: Note the exception (The basis of the proposition). There is a narrow exception where the object of the contract itself was to provide pleasure, peace of mind, or relief from stress (e.g., holiday contracts, specialized contracts). However, the proposition asks for the general rule.
Step 4: Evaluate the options. Option (A) correctly states the general rule: damages for feelings, mental distress, and loss of reputation are typically not granted in contract law. Options (B), (C), and (D) contradict this general principle.
Step 5: Conclusion. The correct general proposition is that damages for non-pecuniary suffering are not awarded in contract.

Quick Tip
Contract law deals with monetary expectations and losses, unlike Tort law, which often deals with emotional harm. The general rule is that contract damages are restricted to the financial loss flowing naturally from the breach.

---

19. Which of the following is/are CORRECT proposition(s) as regards the law on damages for the breach of contract under section 74 of the Indian Contract Act:
(A) Where a sum is named in the contract as a liquidated amount payable by way of damages, only reasonable compensation can be awarded not exceeding the amount so stated.
(B) In cases where the amount fixed is in the nature of penalty, only reasonable compensation can be awarded, not exceeding the penalty so stated.
(C) The expression 'whether or not actual damage or loss is proved to have been caused thereby' in section 74 means that in every case the proof of actual damage or loss has been dispensed with.
(D) Both (A) and (B).

Correct Answer: (D) Both (A) and (B).

Solution: Step 1: Analyze Section 74 (Liquidated Damages vs. Penalty). Section 74 covers two scenarios: 1. When a sum is named as Liquidated Damages. 2. When a sum is named as a Penalty.
Step 2: Analyze Option (A). Whether the named sum is liquidated damages or a penalty, the amount awarded by the court cannot exceed the sum specified in the contract. This is a correct reading of Section 74: reasonable compensation, not exceeding the stipulated amount.
Step 3: Analyze Option (B). If the sum named is a penalty (extravagantly large or unconscionable), the court must reduce it to a reasonable amount, but again, the final award cannot exceed the penalty specified. This is also a correct proposition.
Step 4: Analyze Option (C). The expression 'whether or not actual damage or loss is proved' means that in cases where the loss is difficult or impossible to prove, the court can

award reasonable compensation based on the contractually fixed amount. However, it does not mean proof of loss is dispensed with in every case. Where actual loss can be proved, the court will generally assess compensation based on that proof. Thus, proposition (C) is incorrect.
Step 5: Conclusion. Both propositions (A) and (B) are correct interpretations of the ceiling and discretion provided by Section 74.

> Quick Tip
>
> Section 74 mandates that the stipulated amount (whether liquidated damages or penalty) acts as the maximum ceiling for the compensation awarded. The court can never award more than this amount.

---

20. _____ will apply to cases of forfeiture of earnest money under a contract. Where, however, forfeiture takes place under the terms and conditions of a public auction before agreement is reached, section 74 would have no application:
(A) Section 55.
(B) Section 73.
(C) Section 74.
(D) Section 75.

Correct Answer: (C) Section 74.

Solution: Step 1: Identify the legal action. The action is the forfeiture of earnest money due to a breach of contract (failure to complete the contract).
Step 2: Relate forfeiture to Contract Act sections. The Supreme Court, particularly in the Fateh Chand and Kailash Nath Associates cases, held that the forfeiture of earnest money (or any deposit meant as security for performance) due to a breach must be tested for reasonableness under Section 74. If the amount forfeited is found to be unreasonable or penal, the court may reduce it.
Step 3: Analyze the exception provided. The statement specifies that Section 74 does not apply to forfeiture of deposits made before an agreement is reached (e.g., initial bids in an auction that don't result in a contract). Section 74 applies only when there is a valid, enforceable contract, and a breach occurs.
Step 4: Conclusion. The section applicable to the forfeiture of earnest money under a contract is Section 74.

> Quick Tip
>
> Section 74 applies to any amount stipulated to be paid or forfeited in case of breach of a contract, including the forfeiture of earnest money or security deposits once a legally binding contract is in place.

V: "Law treats all contracts with equal respect and unless a contract is proved to suffer from any of the vitiating factors, the terms and conditions have to be

enforced regardless of the relative strengths and weakness of the parties. Section 28 of the Contract Act does not bar exclusive jurisdiction clauses. What has been barred is the absolute restriction of any party from approaching a legal forum. The right to legal adjudication cannot be taken away from any party through contract but can be relegated to a set of Courts for the ease of the parties. In the present dispute, the clause does not take away the right of the employee to pursue a legal claim but only restricts the employee to pursue those claims before the courts in Mumbai alone. ... the Court must already have jurisdiction to entertain such a legal claim. This limb pertains to the fact that a contract cannot confer jurisdiction on a court that did not have such a jurisdiction in the first place."
(Extracted from: Rakesh Kumar Verma v HDFC Bank Ltd 2025 INSC 473)

21. Which of the following propositions is CORRECT:
(A) It is, in general, open to the contracting parties to confer by their agreement jurisdiction on a court which does not possess the jurisdiction under the law.
(B) It is not open to the contracting parties to confer by their agreement jurisdiction on a court which does not possess the jurisdiction under the law.
(C) It is open to the contracting parties to confer by their written and registered agreement jurisdiction on a court which does not possess the jurisdiction under the law.
(D) If it is absolutely in the interest of the contracting parties, then only it is open to the contracting parties to confer by their agreement jurisdiction on a court which does not possess the jurisdiction under the law.

Correct Answer: (B) It is not open to the contracting parties to confer by their agreement jurisdiction on a court which does not possess the jurisdiction under the law.

Solution: Step 1: State the fundamental rule of jurisdiction. Jurisdiction of a court (territorial, pecuniary, or subject-matter) is a creature of statute (Code of Civil Procedure, 1908, or specific acts) and cannot be created or conferred by the mere consent or agreement of the parties.
Step 2: Apply the rule to exclusive jurisdiction clauses. An exclusive jurisdiction clause (ouster clause) is valid only if it selects one court out of two or more courts that already possess natural jurisdiction over the matter under the general law. If the selected court has no jurisdiction under the law, the agreement attempting to confer it is void.
Step 3: Evaluate the options. Option (B) correctly states this fundamental principle , making all other options (A, C, D) incorrect variations that suggest parties can create jurisdiction where none exists.
Step 4: Conclusion. Parties cannot confer jurisdiction on a court that does not possess it under the law.

> Quick Tip
>
> Parties can choose jurisdiction (ouster clause) only between courts that already have natural jurisdiction. They cannot create jurisdiction for a court that is otherwise legally incompetent to hear the matter.

22. Which of the following propositions is NOT CORRECT about an ouster clause:
(A) Jurisdiction of civil courts is created by statute and cannot be created or conferred by consent of the parties upon a court which has not been granted jurisdiction by the law.
(B) Where two or more courts have under the law jurisdiction to try a suit or proceeding, an agreement between the parties that the dispute between them will be tried in one of such courts, is not contrary to public policy.
(C) Ouster clauses can oust the jurisdiction only of civil courts and not of the High Court, provided such jurisdiction exists in the High Court on account of part of cause of action having arisen with its territorial jurisdiction.
(D) An ouster clause is valid even if it confers exclusive jurisdiction on a court that otherwise has no territorial or pecuniary jurisdiction over the matter.

Correct Answer: (D) An ouster clause is valid even if it confers exclusive jurisdiction on a court that otherwise has no territorial or pecuniary jurisdiction over the matter.

Solution: Step 1: Analyze the validity requirement of an Ouster Clause. An ouster clause (exclusive jurisdiction clause) is only valid if the court selected is one of the courts that naturally possesses the jurisdiction to try the suit under Sections 15 to 20 of the Code of Civil Procedure (CPC). The selected court must be both territorially and pecuniarily competent.
Step 2: Evaluate the options based on the rule.

- (A) is Correct (Reiterates the fundamental rule: jurisdiction is statutory, not consensual).
- (B) is Correct (Choosing one court among several competent courts is valid).
- (C) is generally Correct (High Courts often have original jurisdiction over their territory based on the cause of action, which an ouster clause cannot easily extinguish, particularly regarding writ jurisdiction).
- (D) is NOT CORRECT. It violates the fundamental rule. If a court has no territorial or pecuniary jurisdiction under the law, the ouster clause attempting to confer jurisdiction is void (See Q. 21).

Step 3: Conclusion. The proposition in (D) is legally incorrect.

Quick Tip
An ouster clause must not create jurisdiction. It merely channels the dispute to one specific, pre-existing competent court. The selected court must satisfy the requirements of CPC regarding territorial and pecuniary competence.

---

23. Which of the following cannot be a condition for an exclusive jurisdiction clause in a contract to be valid:
(A) It should be in consonance with section 28 of the Indian Contract Act, i.e. it should not absolutely restrict any party from initiating legal proceedings pertaining to the contract.
(B) The court which the parties have chosen for exclusive jurisdiction must be competent to have such jurisdiction.
(C) The parties must either impliedly or explicitly agree to subject themselves to the jurisdiction

of a specific court for the resolution of their contractual dispute.
(D) The parties agree to the jurisdiction of a court that does not have the jurisdiction over the matter under the general law.

Correct Answer: (D) The parties agree to the jurisdiction of a court that does not have the jurisdiction over the matter under the general law.

Solution: Step 1: Revisit the validity requirements for Ouster Clauses. For an exclusive jurisdiction clause to be valid, two essential conditions must be met: 1. The agreement must be voluntary (Option C). 2. The chosen court must be a court that already has jurisdiction under the general law (Option B).
Step 2: Analyze the role of Section 28. The clause must not absolutely restrict legal remedies, aligning with Section 28 (Option A).
Step 3: Identify the impossible condition. The condition in Option (D) is the very definition of an invalid ouster clause, as parties cannot by agreement confer jurisdiction on a court that is otherwise incompetent (i.e., does not have jurisdiction under general law).
Step 4: Conclusion. Option (D) is a condition that cannot be present for a valid exclusive jurisdiction clause.

> Quick Tip
>
> The key legal barrier to exclusive jurisdiction is the rule that consent cannot confer jurisdiction. Therefore, the chosen court must be legally competent (must have jurisdiction under the CPC).

---

24. Section 28 of the Indian Contract Act is subject to _____ appended to it:
(A) One exception.
(B) Two exceptions.
(C) Three exceptions.
(D) Four exceptions.

Correct Answer: (C) Three exceptions.

Solution: Step 1: Examine the text of Section 28. Section 28 of the Indian Contract Act, 1872, declares agreements in restraint of legal proceedings to be void.
Step 2: List the exceptions. The section, as it stands after subsequent amendments (including the 1996 amendment), includes three statutory exceptions : 1. Exception 1: Agreements to refer future disputes to arbitration (valid). 2. Exception 2: Agreements to refer existing questions to arbitration (valid). 3. Exception 3: Agreements in bank/financial guarantees limiting the time for enforcing any right (valid).
Step 3: Conclusion. Section 28 is subject to three statutory exceptions.

Quick Tip

Section 28 primarily voids clauses that restrict legal remedies. The three exceptions are critical: two deal with arbitration, and the third deals with time limits in financial guarantees.

---

25. Which of the following agreements has/have been rendered void by section 28 of the Indian Contract Act:

(A) An agreement by which any party thereto is restricted absolutely from enforcing his rights under or in respect of any contract, by the usual legal proceedings in the ordinary tribunals.
(B) An agreement which limits the time within which any party thereto may enforce his contractual rights.
(C) Both (A) and (B).
(D) Neither (A) nor (B).

Correct Answer: (C) Both (A) and (B).

Solution: Step 1: Analyze the main clauses of Section 28. Section 28 renders two types of agreements void: The first part deals with agreements that absolutely restrict a party from enforcing their rights by usual legal proceedings (Option A). This is void. The second part deals with agreements that limit the time within which a party may enforce their rights, thereby extinguishing the rights upon the expiry of that time (Option B). This is also void (subject to Exception 3, but the general principle renders the agreement void).
Step 2: Evaluate the options. Both absolute restriction of remedy (A) and limitation of the period of limitation (B) are specifically struck down as void by the main provisions of Section 28.
Step 3: Conclusion. Both (A) and (B) describe agreements rendered void by Section 28.

Quick Tip

Section 28 targets clauses that interfere with the right to seek justice. It voids agreements that either completely bar access to court (A) or reduce the statutory period of limitation (B).

VI: "The law is well settled that a constitutional court can award monetary compensation against the State and its officials for its failure to safeguard fundamental rights of citizens but there is no system or method to measure the damages caused in such situations. Quite often the courts have a difficult task in determining damages in various fact situations. The yardsticks normally adopted for determining the compensation payable in private tort claims are not as such applicable when a constitutional court determines the compensation in cases where there is a violation of fundamental rights guaranteed to its citizens. . . . In D.K. Basu v. State of W.B. [(1997) SCC 1 416], a Constitution Bench of this Court held that there is no straitjacket formula for computation of damages and we find that there is no

uniformity or yardstick followed in awarding damages for violation of fundamental rights. In Rudul Sah case [Rudul Sah v. State of Bihar, (1983) 4 SCC 141] this Court used the terminology 'palliative' for measuring the damages and the formula of 'adhoc' was applied. In Sebastian Hongray case [Sebastian M. Hongray v. Union of India, (1984) 3 SCC 82] the expression used by this Court for determining the monetary compensation was 'exemplary' costs and the formula adopted was 'punitive'. In Bhim Singh case [Bhim Singh v. State of J K, (1985) 4 SCC 677], the expression used by the Court was 'compensation' and the method adopted was 'tortious formula'. In D.K. Basu v. State of W.B. [(1997) SCC 1 416] the expression used by this Court for determining the compensation was 'monetary compensation'. The formula adopted was 'cost to cost' method. Courts have not, therefore, adopted a uniform criterion since no statutory formula has been laid down."
(Extracted from: Municipal Corporation of Delhi, Delhi v Uphaar Tragedy Victims Association (2011) 14 SCC 481)

26. The public law proceedings serve a different purpose than the private law proceedings. The relief of monetary compensation, as exemplary damages, in proceedings under article 32 by the Supreme Court or under article 226 by the High Courts, for established infringement of the indefeasible right guaranteed under article 21 of the Constitution is a remedy available in _____ and is based on the strict liability for contravention of the guaranteed basic and indefeasible rights of the citizen:
(A) Public law.
(B) Private law.
(C) Civil law.
(D) All the above.

Correct Answer: (A) Public law.

Solution: Step 1: Distinguish Public Law and Private Law.

- Private Law (or Civil Law) deals with disputes between individuals (e.g., contract, tort), where the remedy is typically compensatory damages.
- Public Law deals with the relationship between the State (or its agencies) and the citizen, primarily based on Constitutional and Administrative Law.

Step 2: Analyze the remedy. The Supreme Court (Art. 32) and High Courts (Art. 226) grant monetary compensation for the violation of Fundamental Rights (like Art. 21 - Right to Life) as a mechanism to vindicate constitutional guarantees. This remedy is not the same as ordinary tort or civil damages; it is a means of enforcement of public duties and is therefore a Public Law remedy.
Step 3: Conclusion. The relief for infringement of fundamental rights by the State is a Public Law remedy .

Quick Tip

Monetary compensation awarded by Constitutional Courts (SC/HC) for fundamental rights violations is a distinct remedy in public law, aimed at protecting the citizen's guaranteed rights against State overreach.

---

27. Choose the IN-CORRECT proposition about 'constitutional tort':
(A) In essence, it attributes vicarious liability on the State for acts and omissions of its agents which result in violation of fundamental rights of an individual or group.
(B) Constitutional law and tort law came to be merged by the Supreme Court which began allowing successful petitioners to recover monetary damages from the State for infraction of their fundamental rights.
(C) The causal connection between the act or omission and the resultant infraction of fundamental rights, is central to any determination of an action of constitutional tort.
(D) The doctrine of sovereign immunity absolutely protects the State from liability for all acts of its servants, including those that violate fundamental rights.

Correct Answer: (D) The doctrine of sovereign immunity absolutely protects the State from liability for all acts of its servants, including those that violate fundamental rights.

Solution: Step 1: Define Constitutional Tort. Constitutional Tort is a fusion of Public Law and Tort principles, allowing superior courts to award compensation against the State for violation of fundamental rights .
Step 2: Analyze the role of Sovereign Immunity. The Indian judiciary has consistently held (starting with Nilabati Behera and reiterated in Uphaar) that the plea of sovereign immunity is not available to the State as a defense in proceedings for the enforcement of fundamental rights under Articles 32 and 226.
Step 3: Evaluate the options.

- (A) is Correct. Constitutional tort imposes liability on the State for its agents' actions that violate fundamental rights.
- (B) is Correct. The Supreme Court created this remedy by merging constitutional principles with the concept of monetary damages (tort).
- (C) is Correct. Causation is necessary to establish the State's liability.
- (D) is INCORRECT. Sovereign immunity has been held to be inapplicable when fundamental rights are violated.

Step 4: Conclusion. Option (D) is the incorrect proposition.

Quick Tip

The constitutional tort remedy was developed by the Supreme Court specifically to bypass the colonial-era defense of sovereign immunity where fundamental rights (especially Art. 21) are concerned.

28. Which of the following cases is NOT related to constitutional tort:
(A) Kaushal Kishor v State of Uttar Pradesh 2023 INSC 4.
(B) Bombay Hospital & Medical Research Centre v Asha Jaiswal 2021 INSC 801.
(C) Municipal Corporation of Delhi, Delhi v Uphaar Tragedy Victims Association (2011) 14 SCC 481.
(D) DK Basu v State of WB [(1997) SCC 1 416.

Correct Answer: (B) Bombay Hospital & Medical Research Centre v Asha Jaiswal 2021 INSC 801.

Solution: Step 1: Analyze the cases related to Constitutional Tort. Constitutional Tort cases involve the State's failure to protect fundamental rights, usually involving police excesses, custodial violence, or systemic public safety failures.

- (C) MCD v Uphaar Tragedy Victims Association (2011) is a prime example involving the State's failure to enforce public safety standards, leading to a violation of the right to life (Art. 21).
- (D) DK Basu v State of WB (1997) is a landmark case establishing compensation for custodial torture and death, confirming the constitutional tort remedy.
- (A) Kaushal Kishor v State of Uttar Pradesh (2023) primarily dealt with the enforceability of fundamental rights against private citizens, not the State's liability for fundamental rights violation (constitutional tort) .

Step 2: Analyze the non-relevant case. (B) Bombay Hospital & Medical Research Centre v Asha Jaiswal (2021) was a case related to medical negligence/consumer protection law, addressing the liability of a private hospital. It does not primarily deal with the State's liability for fundamental rights infraction (constitutional tort).
Step 3: Conclusion. Bombay Hospital & Medical Research Centre v Asha Jaiswal is not related to constitutional tort.

Quick Tip

Constitutional tort is triggered by State action or inaction (police, government agencies). Cases dealing purely with medical negligence by a private entity fall under ordinary tort or consumer law, not constitutional tort.

---

29. Which of the following propositions is/are CORRECT about the award of damages in cases where there is violation of fundamental rights:
(A) Constitutional courts can in appropriate cases of serious violation of life and liberty of the individuals award punitive damages.
(B) Owing to lack of legislation, the Courts dealing with the cases of tortious claims against State and its officials are not following a uniform pattern while deciding those claims and this, at times, leads to undesirable consequences and arbitrary fixation of compensation amount.

(C) Both (A) and (B).
(D) Neither (A) nor (B).

Correct Answer: (C) Both (A) and (B).

Solution: Step 1: Analyze Proposition (A). The compensation awarded by constitutional courts in public law is often termed 'exemplary' or 'punitive' because it is not merely compensatory but aims to punish the erring State agency and deter future violations. Therefore, the award of punitive (exemplary) damages in cases of serious violation (like custodial torture) is correct.
Step 2: Analyze Proposition (B). The Supreme Court has repeatedly acknowledged that there is currently no legislative framework in India governing State tortious liability. Courts thus lack a uniform statutory yardstick (like the Motor Vehicles Act provides). This results in different courts fixing compensation arbitrarily, a fact noted in judicial observations. Therefore, (B) is correct.
Step 3: Conclusion. Since both propositions are factually and legally correct within the context of constitutional tort and State liability, the answer is (C).

Quick Tip

The compensation awarded under constitutional tort serves both to vindicate the right (punitive/exemplary) and to provide relief (compensatory), but the lack of a statutory framework leads to inconsistent application (arbitrary fixation) across courts.

---

30. The principle of sovereign immunity of the State for the tortious acts of its servant, has been held to be ______ in the case of violation of fundamental rights:
(A) Always applicable.
(B) Inapplicable.
(C) A good defence.
(D) Occasionally applicable.

Correct Answer: (B) Inapplicable.

Solution: Step 1: Recall the doctrine of Sovereign Immunity. Sovereign immunity is a common law doctrine, adopted from colonial times, that protects the State from being sued in tort.
Step 2: Recall the Constitutional Court's stand. As established in landmark cases like Nilabati Behera and reaffirmed in the Uphaar case, the Supreme Court held that the defense of sovereign immunity is not available to the State when a citizen approaches the Constitutional Courts (SC or HC) for the enforcement of their Fundamental Rights . The very purpose of the constitutional remedy is to prevent the State from taking refuge behind archaic common law concepts.
Step 3: Conclusion. In cases of violation of fundamental rights, sovereign immunity is held to be inapplicable.

💡 Quick Tip

Fundamental Rights are paramount. In any conflict between a fundamental right and a defense like sovereign immunity, the former prevails, rendering the latter inapplicable.

VII: It is well recognized that actionable negligence in context of medical profession involves three constituents (i) duty to exercise due care; (ii) breach of duty and (iii) consequential damage. However, a simple lack of care, an error of judgment or an accident is not sufficient proof of negligence on part of the medical professional so long as the doctor follows the acceptable practice of the medical profession in discharge of his duties. He cannot be held liable for negligence merely because a better alternative treatment or course of treatment was available or that more skilled doctors were there who could have administered better treatment. A medical professional may be held liable for negligence only when he is not possessed with the requisite qualification or skill or when he fails to exercise reasonable skill which he possesses in giving the treatment. None of the above two essential conditions for establishing negligence stand satisfied in the case at hand as no evidence was brought on record to prove that Dr. Neeraj Sud had not exercised due diligence, care or skill which he possessed in operating the patient and giving treatment to him. When reasonable care, expected of the medical professional, is extended or rendered to the patient unless contrary is proved, it would not be a case for actionable negligence.
(Extracted with edits and revisions from Neeraj Sud v Jaswinder Singh 2024 INSC 825)

31. In which of the following situations, a professional would be held liable for negligence:
(A) If he was not possessed of the requisite skill which he professed to have possessed, or, he did not exercise, with reasonable competence, in the given case, the skill which he did possess.
(B) If he failed to use exceptional or extraordinary precautions which might have prevented the damage (particular happening).
(C) Both (A) and (B).
(D) Neither (A) nor (B).

Correct Answer: (A) If he was not possessed of the requisite skill which he professed to have possessed, or, he did not exercise, with reasonable competence, in the given case, the skill which he did possess.

Solution: Step 1: State the legal test for professional negligence. The Supreme Court, following the Bolam test (modified for India), established that a professional is negligent in two main situations : 1. The professional lacks the requisite skill that they claim to possess. 2. The professional fails to exercise the skill they possess with reasonable competence or care.
Step 2: Evaluate Option (A). Option (A) accurately captures the two-fold test for professional negligence.
Step 3: Evaluate Option (B). The law does not require a professional to use "exceptional or extraordinary precautions." The standard is that of an ordinary, reasonably competent person

in that profession. Failing to use extraordinary precautions, as long as ordinary reasonable care was taken, does not constitute negligence.

Step 4: Conclusion. Only situation (A) leads to liability for professional negligence.

> Quick Tip
>
> The law of negligence judges professionals by the standard of 'reasonable skill and care.' It does not demand the highest degree of skill or the use of extraordinary precautions.

---

32. Which of the following propositions is INCORRECT as regards negligence in civil law and in criminal law:

(A) The jurisprudential concept of negligence differs in civil law and criminal law.

(B) What may be negligence in civil law may not necessarily be negligence in criminal law.

(C) For an act to amount to criminal negligence, the degree of negligence should be much higher, i.e. gross or of a very high degree.

(D) For negligence to amount to both a 'tort' and an 'offence', the element of mens rea must necessarily be shown to have existed.

Correct Answer: (D) For negligence to amount to both a 'tort' and an 'offence', the element of mens rea must necessarily be shown to have existed.

Solution: Step 1: Compare Civil vs. Criminal Negligence.

- Civil Negligence (Tort): Requires failure to exercise reasonable care; the standard is a simple lack of due care (mere carelessness). No mens rea (guilty mind) is required.
- Criminal Negligence: Requires a very high degree of negligence—gross negligence—that goes beyond a mere matter of compensation. Mens rea (such as rashness or recklessness) is often implied in the high degree of negligence itself, but negligence as a criminal offense (e.g., Section 304A IPC) is usually an exception to the rule requiring mens rea.

Step 2: Evaluate the options.

- (A), (B), and (C) are Correct propositions affirmed by the Supreme Court (the standard differs, criminal requires a gross degree).
- (D) is INCORRECT. While criminal law generally requires mens rea, criminal negligence (an 'offence') under statutes like Section 304A IPC is an exception where the grossly negligent act itself substitutes the traditional need for a guilty mind. Tort ('negligence') definitely does not require mens rea. Therefore, stating that mens rea must necessarily be shown for both is fundamentally wrong.

Step 3: Conclusion. Option (D) incorrectly asserts the absolute necessity of mens rea.

> Quick Tip
>
> Criminal negligence requires 'gross or high-degree' lack of care, while civil negligence requires only 'mere lack of reasonable care.' Simple negligence is sufficient for tort; it is insufficient for a crime.

---

33. The basis or the yardstick for judging the performance of the professional proceeded against on indictment of negligence is:
(A) That of an ordinary and reasonably competent person exercising ordinary skill in that profession.
(B) That of a person with the highest level of expertise or skills in that branch which he practices.
(C) That of a person with the highest level of expertise or skills in that branch which he practices, and possessing the knowledge of all latest developments.
(D) Both (B) and (C).

Correct Answer: (A) That of an ordinary and reasonably competent person exercising ordinary skill in that profession.

Solution: Step 1: Identify the "Standard of Care". The law of torts uses the "Reasonable Man Standard" (extended to "Reasonably Competent Professional" for professionals).
Step 2: Define the standard for professionals. The standard applied to a professional (like a doctor or lawyer) is that of an ordinary, reasonably competent member of that profession . The law does not impose a duty to possess the highest degree of expertise or skills, nor does it require perfection.
Step 3: Evaluate the options. Options (B), (C), and (D) incorrectly raise the standard to the "highest level of expertise," which is rejected by judicial precedents. Option (A) correctly articulates the standard of ordinary, reasonable competence.
Step 4: Conclusion. The professional's performance is judged against the standard of an ordinary and reasonably competent professional.

Quick Tip

The law requires a professional to exercise a reasonable degree of skill and knowledge, but does not guarantee a cure or prevent all harm, as that would impose a standard of perfection (highest level of expertise).

---

34. Deviation from normal medical practice is not necessarily evidence of negligence. In order to establish liability of a medical practitioner on that basis, which of the following requirements has/have to be shown:
(A) That, there is a usual and normal practice; and the medical practitioner (defendant) has not adopted it.
(B) That, the course in fact adopted by the medical practitioner (defendant) is one, which no professional man of ordinary skill would have taken, had he been acting with ordinary care.
(C) Both (A) and (B).
(D) Neither (A) nor (B).

Correct Answer: (B) That, the course in fact adopted by the medical practitioner (defendant) is one, which no professional man of ordinary skill would have taken, had he been acting with ordinary care.

Solution: Step 1: Analyze the Legal Principle (Deviation from Practice). If a doctor chooses a different, recognized school of thought or practice, they are not negligent, even if the treatment fails. However, if they choose a course of action that is completely unheard of or grossly negligent, liability arises.
Step 2: State the Bolam Test as applied to this issue. The key component of the Bolam test, as applied here, is that a doctor is not negligent if they acted in accordance with a practice accepted as proper by a responsible body of medical men skilled in that particular art. Conversely, liability is established only if the chosen course of action is one which no ordinary, reasonably competent professional would have taken .
Step 3: Evaluate the options.

- (A) is insufficient. Mere non-adoption of a usual practice, if a recognized alternative was used, is not negligence.
- (B) correctly states the legal threshold for negligence: the act must be so reckless or incompetent that no professional of ordinary skill would have done it. This is the crucial requirement for liability.

Step 4: Conclusion. Only the demonstration in Option (B) establishes negligence.

Quick Tip

The law allows for multiple recognized practices. Negligence arises only when the practice adopted is so grossly incompetent that it falls outside the bounds of what any ordinary, skilled professional would accept.

---

35. A medical practitioner would not be held liable:
(A) Where his conduct fell below that of the standards of a reasonably competent practitioner in his field.
(B) Where things went wrong from mischance or misadventure or through an error of judgment in choosing one reasonable course of treatment in preference of another.
(C) Both (A) and (B).
(D) Neither (A) nor (B).

Correct Answer: (B) Where things went wrong from mischance or misadventure or through an error of judgment in choosing one reasonable course of treatment in preference of another.

Solution: Step 1: Analyze the options based on the Standard of Care.

- (A) If conduct falls below the standard of a reasonably competent practitioner, this is negligence, and liability would be imposed.
- (B) The law explicitly distinguishes between an "error of judgment" and "negligence" . A doctor who chooses one recognized, reasonable course of treatment over another, and things go wrong, has committed a mere error of judgment or misadventure, not professional negligence. The doctor would not be held liable in this case.

Step 2: Conclusion. A medical practitioner is protected from liability in the situation described in Option (B).

> Quick Tip
>
> The law recognizes that medicine is not an exact science. An "error of judgment" (e.g., choosing Option A over Option B, both being medically reasonable) does not constitute negligence, provided the standard of reasonable competence was met.

VIII: Today, in the year 2025, we have been experiencing the drastic consequences of large scale destruction of environment on human lives in the capital city of our country and in many other cities. At least for a span of two months every year, the residents of Delhi suffocate due to air pollution. The AQI level is either dangerous or very dangerous. They suffer in their health. The other leading cities are not far behind. The air and water pollution in the cities is ever increasing. Therefore, coming out with measures such as the 2021 Official Memorandum is violative of fundamental rights of all persons guaranteed under Article 21 to live in a pollution free environment. It also infringes the right to health guaranteed under Article 21 of the Constitution. The 2021 OM talks about the concept of development. Can there be development at the cost of environment? Conservation of environment and its improvement is an essential part of the concept of development. Therefore, going out of the way by issuing such OMs to protect those who have caused harm to the environment has to be deprecated by the Courts which are under a constitutional and statutory mandate to uphold the fundamental right under Article 21 and to protect the environment. In fact, the Courts should comedown heavily on such attempts. As stated earlier, the 2021 OM deals with project proponents who were fully aware of the EIA notification and who have taken conscious risk to flout the EIA notification and go ahead with the construction/continuation/expansion of projects. They have shown scant respect to the law and their duty to protect the environment. Apart from violation of Article 21, such action is completely arbitrary which is violative article 14 of the Constitution of India, besides being violative of the 1986 Act and the EIA notification.
(Extracted with edits from Vanashakti v. Union of India, 2025 INSC 718)

36. What was the central controversy in the petition, Vanashakti v. Union of India?
(A) The constitutional validity of the Environment (Protection) Act, 1986.
(B) The determination of pollution load standards for Category 'B' projects.
(C) The ex post facto grant of Environmental Clearance (EC).
(D) The delegation of powers to the State Environment Impact Assessment Authority (SEIAA).

Correct Answer: (C) The ex post facto grant of Environmental Clearance (EC).

Solution: Step 1: Identify the central legal dispute. The case of Vanashakti v. Union of India centered on the interpretation and application of the Environment Impact Assessment

(EIA) Notification, 2006. The core issue before the Supreme Court was the legality of the practice of granting Environmental Clearance (EC) retrospectively (after the project had already started or was completed), known as ex post facto EC.
Step 2: Evaluate the options. The judgment specifically deals with the legal permissibility of *ex post facto* EC, which was challenged by the petitioner.
Step 3: Conclusion. The central controversy was the ex post facto grant of Environmental Clearance (EC).

> Quick Tip
>
> *Ex post facto* clearance means regulatory approval given after the activity has begun. In environmental law, this practice defeats the purpose of 'prior' assessment, making it a critical legal issue.

---

37. The Environment Impact Assessment (EIA) Notification, 2006, which mandates prior EC, was issued by the Central Government under which primary legislation?
(A) The Wild Life (Protection) Act, 1972.
(B) The Biological Diversity Act, 2002.
(C) The Environment (Protection) Act, 1986.
(D) The National Green Tribunal Act, 2010.

Correct Answer: (C) The Environment (Protection) Act, 1986.

Solution: Step 1: Identify the parent act for EIA. The Environment Impact Assessment (EIA) Notification, 2006, is a key regulatory instrument for environmental governance in India, mandating prior approval for certain projects.
Step 2: Locate the legal source of the notification. The Central Government issued the EIA Notification, 2006, by exercising the powers conferred by Section 3(1) and Section 3(2)(v) of the Environment (Protection) Act, 1986 (EPA) . This Act empowers the Central Government to take measures to protect and improve the environment.
Step 3: Conclusion. The EIA Notification, 2006, was issued under the Environment (Protection) Act, 1986.

> Quick Tip
>
> The Environment (Protection) Act, 1986, is the principal umbrella legislation for all environmental regulation in India. All major regulatory instruments, including the EIA Notifications, derive their authority from this Act.

---

38. The Supreme Court reiterated a concluded finding that the concept of ex post facto or retrospective Environmental Clearance (EC) is:
(A) Detrimental to the environment but permissible under Article 142 of the Constitution.
(B) Completely alien to environmental jurisprudence and the EIA notification.

(C) A necessary measure to bring defaulting entities into regulatory compliance.
(D) A valid administrative decision protected by Section 3 of the 1986 Act.

Correct Answer: (B) Completely alien to environmental jurisprudence and the EIA notification.

Solution: Step 1: Analyze the concept of Prior EC. The requirement of 'prior EC' means the environmental consequences must be evaluated before the project starts. *Ex post facto* EC defeats this mandatory requirement.
Step 2: State the Court's repeated finding. The Supreme Court has repeatedly held that the concept of ex post facto EC is "alien to the scheme of the EIA Notification and environmental law" . The entire premise of EIA is based on the Precautionary Principle, which demands pre-emptive action.
Step 3: Evaluate the options. Option (B) accurately reflects the Court's strong and consistent position that retrospective EC undermines the entire structure of the law. Option (A) is incorrect as Article 142 is used sparingly, not as a general means to permit retrospective EC.
Step 4: Conclusion. *Ex post facto* EC is completely alien to environmental jurisprudence.

> Quick Tip
>
> Environmental laws are based on prevention. If clearance is granted after pollution has occurred or a forest has been cut, the clearance serves no prophylactic purpose, rendering the law impotent.

---

39. The EIA Notification 2006, mandates that prior Environmental Clearance (EC) must be obtained at what stage of a project?
(A) Before commencing operations or processes.
(B) Within six months of a project's completion.
(C) After the public hearing but before the final appraisal.
(D) Before any construction work, or preparation of land is started on the project.

Correct Answer: (D) Before any construction work, or preparation of land is started on the project.

Solution: Step 1: Refer to the EIA Notification, 2006, mandate. The EIA Notification, 2006, mandates that EC must be obtained prior to the project.
Step 2: Identify the critical trigger point. The notification specifically states that no construction work, or preparation of land by the project management, shall be started on the project site unless prior environmental clearance has been obtained . This ensures that the environmental impact is assessed before any irreversible physical changes occur.
Step 3: Conclusion. EC must be obtained before any construction work, or preparation of land is started on the project.

Quick Tip

The word 'prior' means the EC must be obtained before the project is physically initiated. Commencing construction or site preparation is the first irreversible step and is therefore the legal trigger point for requiring EC.

---

40. Allowing for ex post facto clearance was held to be contrary to which two fundamental principles of environmental jurisprudence?
(A) Doctrine of Necessity and Principle of Stare Decisis.
(B) Polluter Pays Principle and Public Trust Doctrine.
(C) Precautionary Principle and Sustainable Development.
(D) Doctrine of Sovereign immunity and doctrine of Public Trust

Correct Answer: (C) Precautionary Principle and Sustainable Development.

Solution: Step 1: Analyze the effect of *Ex Post Facto* **EC.** *Ex post facto* EC undermines the core objectives of environmental law.
Step 2: Relate the effect to the principles.

- Precautionary Principle: This requires the State to anticipate and prevent harm to the environment. *Ex post facto* EC violates this by allowing harm to occur before assessment.
- Sustainable Development: This principle mandates that economic development must be environmentally sound and the current generation must not compromise the ability of future generations to meet their needs. By allowing projects to commence without assessment, future environmental quality is compromised. The Court often couples the two .

Step 3: Evaluate the options. While *Ex post facto* clearance can also impede the Polluter Pays Principle (Option B), the Supreme Court emphasizes the violation of the Precautionary Principle (by allowing harm first) and the larger goal of Sustainable Development that is sought to be achieved through prior assessment.
Step 4: Conclusion. *Ex post facto* clearance is contrary to the Precautionary Principle and Sustainable Development.

Quick Tip

The Precautionary Principle focuses on preventing environmental damage (requires prior EC). Sustainable Development focuses on balancing economic needs with environmental protection (achieved through proper EIA). Both are defeated by retrospective clearance.

IX: With the Paris Agreement, countries established an enhanced transparency framework (ETF). Under ETF, starting in 2024, countries will report transparently on actions taken and progress in climate change mitigation, adaptation measures

and support provided or received. It also provides for international procedures for the review of the submitted reports. The information gathered through the ETF will feed into the Global stocktake which will assess the collective progress towards the long-term climate goals. This will lead to recommendations for countries to set more ambitious plans in the next round. Although climate change action needs to be massively increased to achieve the goals of the Paris Agreement, the years since its entry into force have already sparked lowcarbon solutions and new markets. More and more countries, regions, cities and companies are establishing carbon neutrality targets. Zero-carbon solutions are becoming competitive across economic sectors representing 25% of emissions. This trend is most noticeable in the power and transport sectors and has created many new business opportunities for early movers. By 2030, zero-carbon solutions could be competitive in sectors representing over 70% of global emissions.
(Extracted with edits from the website UNFCCC.INT)

41. What is the central, long-term temperature goal of the Paris Agreement?
(A) To limit the global temperature increase to exactly 1.5 degrees
(B) To hold the increase in the global average temperature to well below 2 degrees above pre-industrial levels and to pursue efforts to limit it to 1.5 degrees.
(C) To reduce the global average temperature to pre-industrial levels by the year 2100.
(D) To limit the global temperature increase to 3 degrees above pre-industrial levels.

Correct Answer: (B) To hold the increase in the global average temperature to well below 2 degrees above pre-industrial levels and to pursue efforts to limit it to 1.5 degrees.

Solution: Step 1: Identify the Agreement's primary objective (Article 2). The central goal of the Paris Agreement is clearly defined in its Article 2.1(a).
Step 2: State the dual target. The objective is twofold: 1. To hold the increase in the global average temperature to well below 2°C above pre-industrial levels. 2. To pursue efforts to limit the temperature increase to 1.5°C above pre-industrial levels.
Step 3: Conclusion. Option (B) accurately states this long-term temperature goal.

Quick Tip

The Paris Agreement's temperature goal is often simplified to the '1.5°C goal,' but legally, it includes the commitment to stay 'well below 2°C' as the maximum threshold.

---

42. The Paris Agreement calls for a process to periodically assess the collective progress toward achieving its long-term goals. What is this process called?
(A) The Compliance Mechanism
(B) The Global Stocktake
(C) The Transparency Framework
(D) The Adaptation Communication

Correct Answer: (B) The Global Stocktake

Solution: Step 1: Define the function of the mechanism. The requirement is for a periodic assessment of the collective progress towards achieving the Agreement's long-term goals (temperature, mitigation, and adaptation).
Step 2: Identify the mechanism (Article 14). The Paris Agreement established the Global Stocktake (GST) , a five-yearly review process. The first GST concluded in 2023. This process informs parties in a forward-looking manner to enhance their actions and Nationally Determined Contributions (NDCs).
Step 3: Conclusion. The periodic assessment process is called the Global Stocktake.

> Quick Tip
>
> The Global Stocktake (GST) is designed to create a mechanism for accountability, where the world assesses 'where it is' on climate action and 'where it needs to be' every five years.

---

43. Which previous International Climate Treaty did the Paris Agreement succeed and replace in terms of its operational framework after 2020?
(A) The Montreal Protocol
(B) The Basel Convention
(C) The Kyoto Protocol
(D) The Convention on Biological Diversity (CBD)

Correct Answer: (C) The Kyoto Protocol

Solution: Step 1: Identify the predecessor climate treaty. The Paris Agreement was adopted under the umbrella of the United Nations Framework Convention on Climate Change (UNFCCC).
Step 2: Relate the treaties in time. The Kyoto Protocol (adopted 1997, effective 2005) was the UNFCCC's operational treaty until its second commitment period ended in 2020. The Paris Agreement (adopted 2015, effective 2016) was designed to take its place as the primary, legally binding, post-2020 framework .
Step 3: Conclusion. The Paris Agreement succeeded and replaced the Kyoto Protocol's operational framework after 2020.

> Quick Tip
>
> The Kyoto Protocol utilized a top-down, fixed-target approach primarily for developed countries. The Paris Agreement uses a bottom-up, voluntary NDC approach for all countries, replacing the Kyoto structure.

---

44. The Paris Agreement establishes a clear distinction in obligations between developed and developing countries regarding:
(A) The long-term temperature goal, with different limits for each group.
(B) Mitigation efforts, by requiring only developed countries to submit NDCs.

(C) Climate finance, by requiring developed countries to provide financial resources to assist developing countries.
(D) The principle of sovereignty, by allowing only developing countries to withdraw from the Agreement.

Correct Answer: (C) Climate finance, by requiring developed countries to provide financial resources to assist developing countries.

Solution: Step 1: Analyze the core principle (Common but Differentiated Responsibilities - CBDR). While the Paris Agreement requires all parties to undertake mitigation efforts (NDCs), it maintains the CBDR principle.
Step 2: Locate the differentiation point. The key area of differentiation in the Paris Agreement is finance (Article 9). Developed countries are required to provide financial resources to assist developing countries with respect to both mitigation and adaptation . The obligation for all countries to submit NDCs (B) and the temperature goal (A) are universal.
Step 3: Conclusion. The clear distinction in binding obligations relates to climate finance.

Quick Tip

The Paris Agreement harmonized mitigation efforts (all submit NDCs) but maintained the old distinction regarding finance, with developed countries having the legally binding obligation to provide support.

---

45. The mechanism known as "Loss and Damage" in the context of climate change, which addresses the unavoidable adverse effects of climate change, is reinforced in the Paris Agreement through the:
(A) Technology Executive Committee.
(B) Global Stocktake.
(C) Warsaw International Mechanism (WIM).
(D) Adaptation Fund.

Correct Answer: (C) Warsaw International Mechanism (WIM).

Solution: Step 1: Define Loss and Damage (LD). LD refers to the irreversible impacts of climate change that occur despite mitigation and adaptation efforts (e.g., sea-level rise, desertification).
Step 2: Identify the related mechanism. The Paris Agreement reinforces the work on LD through its explicit inclusion and, importantly, by recognizing the Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts (WIM) , which was established at COP 19 in Warsaw in 2013 and is subject to the authority of the Paris Agreement.
Step 3: Note the other mechanisms. The Global Stocktake (B) is a review process. The Adaptation Fund (D) deals with adaptation projects. The WIM (C) is the specific institutional arrangement dealing with LD.
Step 4: Conclusion. The WIM is the institutional mechanism for Loss and Damage reinforced by the Paris Agreement.

Quick Tip

The WIM is the primary institutional mechanism under the UNFCCC framework dedicated to addressing Loss and Damage.

X: SEBI was established as India's principal capital markets regulator with the aim to protect the interest of investors in securities and promote the development and regulation of the securities market in India. SEBI is empowered to regulate the securities market in India by the SEBI Act 1992, the SCRA and the Depositories Act 1996. SEBI's powers to regulate the securities market are wide and include delegated legislative, administrative, and adjudicatory powers to enforce SEBI's regulations. SEBI exercises its delegated legislative power by inter alia framing regulations and appropriately amending them to keep up with the dynamic nature of the securities' market. SEBI has issued a number of regulations on various areas of security regulation which form the backbone of the framework governing the securities market in India.
Section 11 of the SEBI Act lays down the functions of SEBI and expressly states that it "shall be the duty of the Board to protect the interests of investors in securities and to promote the development of, and to regulate the securities market, by such measures as it thinks fit". Further, Section 30 of the SEBI Act empowers SEBI to make regulations consistent with the Act. Significantly, while framing these regulations, SEBI consults its advisory committees consisting of domain experts, including market experts, leading market players, legal experts, technology experts, retired Judges of this Court or the High Courts, academicians, representatives of industry associations and investor associations. During the consultative process, SEBI also invites and duly considers comments from the public on their proposed regulations. SEBI follows similar consultative processes while reviewing and amending its regulations.
(Extracted, with edits and revision, from the judgement in Vishal Tiwari v. Union Of India, [2024] 1 S.C.R. 171)

46. What is meant by SCRA in the above passage.
(A) Securities Contracts (Regulation) Act
(B) Securities and Corporate (Registration) Act
(C) Securities Compliance (Regulation) Act
(D) SEBI and Companies (Regulation) Act

Correct Answer: (A) Securities Contracts (Regulation) Act

Solution: Step 1: Identify the acronym in Indian Securities Law. SCRA is a widely used and fundamental acronym in the Indian financial and securities markets.
Step 2: State the full form. SCRA stands for the Securities Contracts (Regulation) Act, 1956 , which governs the contracts relating to securities, the stock exchanges, and other matters connected therewith. Along with the SEBI Act, 1992, and the Depositories Act, 1996, it forms the regulatory tripod for the Indian securities market.
Step 3: Conclusion. SCRA means Securities Contracts (Regulation) Act.

> 💡 Quick Tip
>
> The three main pillars of the Indian securities market legislation are the SEBI Act (regulator's power), the SCRA (market structure and contracts), and the Depositories Act (dematerialization of securities).

---

47. Which of the following is not a committee setup by SEBI?
(A) Technical Advisory Committee
(B) Competition Advisory committee
(C) Intermediary Advisory Committee
(D) Market Data Advisory Committee

Correct Answer: (B) Competition Advisory committee

Solution: Step 1: Identify the roles of SEBI committees. SEBI, as the market regulator , constitutes various advisory committees to gather expertise and opinion on regulatory matters concerning different segments of the market (e.g., technology, market data, mutual funds).
Step 2: Analyze the functions of the committees.

- (A), (C), and (D) are established committees that assist SEBI in their respective technical, operational, and data domains.
- (B) The Competition Advisory Committee is not a committee established by SEBI. Matters related to competition, monopolies, and anti-competitive practices are primarily governed by the Competition Commission of India (CCI) under the Competition Act, 2002.

Step 3: Conclusion. Competition Advisory committee is not set up by SEBI.

> 💡 Quick Tip
>
> SEBI deals with securities and capital markets; the CCI deals with free and fair competition across all markets. Regulatory bodies generally focus on their mandated domain.

---

48. Which among the following is not a function of SEBI?
(A) regulating substantial acquisition of shares and take over of companies
(B) prohibiting and regulating self-regulatory organisations
(C) prohibiting insider trading in securities
(D) promoting investors' education and training of intermediaries of securities markets.

Correct Answer: (B) prohibiting and regulating self-regulatory organisations

Solution: Step 1: Refer to the functions of SEBI (Section 11 of SEBI Act). SEBI's functions are broadly protective, developmental, and regulatory .
Step 2: Analyze the options.

- (A), (C), and (D) are explicit functions/duties of SEBI as listed in the SEBI Act (e.g., takeovers, insider trading, investor education).

- (B) The SEBI Act empowers SEBI to regulate and promote self-regulatory organisations (SROs), but it does not empower SEBI to prohibit them. The goal is to develop SROs as a means of improving market discipline, not to stop them entirely. Therefore, the combination of 'prohibiting and regulating' makes this statement incorrect as a true function of SEBI's mandate concerning SROs.

Step 3: Conclusion. Prohibiting and regulating self-regulatory organisations is not an accurate statement of SEBI's function, as SEBI is meant to promote and regulate SROs.

> Quick Tip
>
> SEBI's functions are often grouped into three categories: Protective (investors), Regulatory (market operation), and Developmental (market intermediaries and investor education). Prohibiting SROs is contrary to the developmental role.

---

49. The process by which an organisation thinks about and evolves its relationships with stakeholders for the common good, and demonstrates its commitment in this regard by adoption of appropriate business processes and strategies is called?

(A) Annual general meeting
(B) Corporate social responsibility
(C) Issuing Shelf prospectus
(D) Incorporation of a company

Correct Answer: (B) Corporate social responsibility

Solution: Step 1: Analyze the definition provided. The description focuses on a company's commitment to the "common good" and its relationships with "stakeholders" (not just shareholders), incorporating social and environmental concerns into business operations.
Step 2: Identify the relevant corporate concept. This definition perfectly aligns with the concept of Corporate Social Responsibility (CSR) , which involves a company operating in an economically, socially, and environmentally sustainable manner while recognizing the interests of its stakeholders.
Step 3: Evaluate the options. Options (A), (C), and (D) are statutory or procedural requirements, not a philosophy concerning stakeholder relationships and common good.
Step 4: Conclusion. The process is Corporate social responsibility.

> Quick Tip
>
> CSR goes beyond legal compliance; it is the voluntary integration of social and environmental concerns into business operations and interactions with stakeholders.

---

50. In which of the following cases did the court struck down the attempt of the government to nationalise banks and pay minimal compensation to the shareholders?

(A) Shri Sunil Siddharthbhai Etc v. Union of India
(B) R.C. Cooper v. Union of India
(C) United Bank Of India v. Satyawati Tondon & Ors
(D) Punjab National Bank v. Union of India

Correct Answer: (B) R.C. Cooper v. Union of India

Solution: Step 1: Identify the historical context. The question refers to the nationalization of 14 major private commercial banks in 1969 through the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1969. The compensation provided was deemed inadequate by the shareholders.
Step 2: Locate the landmark judgment. The case of R.C. Cooper v. Union of India (1970) challenged this nationalization Act. The Supreme Court, in a landmark ruling, struck down the Act primarily on the grounds that it was discriminatory (violating Article 14) and provided minimal or irrelevant compensation, thus infringing the right to property (then a fundamental right under Article 31, and Article 19(1)(f)).
Step 3: Conclusion. R.C. Cooper v. Union of India struck down the bank nationalization attempt on the grounds of inadequate compensation and other constitutional infirmities.

> Quick Tip
>
> The R.C. Cooper case is a watershed moment in Indian legal history, establishing that the compensation for property acquired by the State must be reasonable and relevant, leading to the 25th Constitutional Amendment concerning the right to property.

XI: The element of gift is traceable to both 'settlement' and 'will'. As settled in law, the nomenclature of an instrument is immaterial and the nature of the document is to be derived from its contents. While so, a voluntary disposition can transfer the interest in praesenti and in future, in the same document. In such a case, the document would have the elements of both the settlement and will. Such document, then has to be registered and by operation of the doctrine of severability, becomes a composite document and has to be treated as both, a settlement and will and the respective rights will flow with regard to each disposition from the same document. It is pertinent to mention here that the reservation of life interest or any condition in the instrument, even if it postpones the physical delivery of possession to the donee/settlee, cannot be treated as a will, as the property had already been vested with the donee/settlee.
(Extracted from: NP Saseendran v NP Ponnamma 2025 INSC 388.)

51. Which of the following is NOT an essential of a valid gift:
(A) It is a transfer of certain existing movable or immovable property.
(B) It is made voluntarily.
(C) It is made without consideration.
(D) It must be accepted by or on behalf of the donee during the lifetime of the donor, even if the donor becomes incapable of giving the property.

Correct Answer: (D) It must be accepted by or on behalf of the donee during the lifetime of the donor, even if the donor becomes incapable of giving the property.

Solution: Step 1: Refer to the essentials of a Gift (Section 122, T.P. Act, 1882). The four main essentials of a valid gift are: 1. Transfer of existing property (movable or immovable). (Correct - A) 2. Made voluntarily. (Correct - B) 3. Made without consideration. (Correct - C) 4. Must be accepted by or on behalf of the donee during the lifetime of the donor and while he is still capable of giving.
Step 2: Analyze Option (D). Option (D) incorrectly states that acceptance is valid even if the donor "becomes incapable of giving the property." Section 122 explicitly requires acceptance to be made while the donor is still capable of giving. If the donor dies or becomes incapable (e.g., becomes insane) before acceptance, the gift is void.
Step 3: Conclusion. The condition in (D) is not a correct essential of a valid gift.

Quick Tip
The key legal requirement for a gift to vest is acceptance by the donee during the short window when the donor is alive and legally capable of giving. This distinguishes a gift from a Will, which takes effect only after death.

---

52. The element of ______ is common to all the three transactions, i.e. Gift, Settlement and Will:
(A) physical delivery of possession.
(B) absence of consideration.
(C) voluntary disposition.
(D) vesting of the right in praesenti.

Correct Answer: (C) voluntary disposition.

Solution: Step 1: Analyze the common nature of the transactions. Gift (Section 122, T.P. Act), Will (Section 2(h), Indian Succession Act), and Settlement (a term often used for a non-testamentary disposition) are all methods of property transfer.
Step 2: Evaluate the elements:

- (A) Physical delivery is not essential for a Will (which is testamentary) or a registered Settlement/Gift of immovable property.
- (B) Absence of consideration is essential for a Gift and generally for a Will, but a Settlement (e.g., marriage settlement) may sometimes involve consideration. Thus, it's not common to all three.
- (C) Voluntary disposition is the defining feature of all three: the transfer is effected by the free will and volition of the owner (donor/testator/settlor).
- (D) Vesting of right in praesenti (immediate vesting) occurs in a Gift and a Settlement, but not in a Will (which is ambulatory).

Step 3: Conclusion. The only element common to all three is the voluntary nature of the transfer.

> 💡 Quick Tip
>
> All three methods—Gift, Settlement, and Will—are methods of gratuitous (or mostly gratuitous) disposition, requiring the free will of the owner.

---

53. The main test to find out whether a document constitutes a 'Will' or a 'Settlement' is to see whether the disposition of the interest in the property is in praesenti in favour of the settlee or whether the disposition is to take effect on the death of the executant. In view of this position of law, choose the CORRECT proposition:
(A) If the disposition is to take effect on the death of the executant, it will be a Settlement. But, if the executant divests his interest in the property and vests his interest in praesenti in the transferee, the document will be a Will.
(B) Whether the disposition is to take effect on the death of the executant or the executant divests his interest in the property and vests his interest in praesenti in the transferee, the document will nevertheless remain a Settlement.
(C) If the disposition is to take effect on the death of the executant, it will be a Will. But, if the executant divests his interest in the property and vests his interest in praesenti in the settlee, the document will be a Settlement.
(D) If the disposition takes effect on the assumption of death of the executant, it shall be a will.

Correct Answer: (C) If the disposition is to take effect on the death of the executant, it will be a Will. But, if the executant divests his interest in the property and vests his interest in praesenti in the settlee, the document will be a Settlement.

Solution: Step 1: Define Will and Settlement based on vesting. The decisive test in distinguishing between a testamentary disposition (Will) and a non-testamentary disposition (Settlement) is the time of vesting: Will: Operates only upon and after the death of the testator. The interest is ambulatory (changeable/revocable) during the testator's lifetime . Settlement/Gift: Creates an immediate interest (in praesenti), though possession may be postponed. The executant divests their interest immediately.
Step 2: Evaluate the propositions.

- Part 1 of C: "If the disposition is to take effect on the death of the executant, it will be a Will." (Correct - this is the definition of a Will).
- Part 2 of C: "But, if the executant divests his interest in the property and vests his interest in praesenti in the settlee, the document will be a Settlement." (Correct - this is the definition of a Settlement or Gift).

Step 3: Conclusion. Option (C) correctly states the legal test for distinguishing between a Will and a Settlement/Gift.

Quick Tip

Will → Vesting *in futuro* (upon death) + Revocable.
Settlement/Gift → Vesting *in praesenti* (immediately) + Irrevocable (usually).

---

54. Which of the following propositions is INCORRECT about a valid gift:
(A) A gift may be suspended or revoked.
(B) A gift comprising both existing and future property is valid in totality.
(C) Delivery of possession is not a condition sine qua non to validate the gift.
(D) In so far as gift of an immovable property is concerned, registration is mandatory.

Correct Answer: (B) A gift comprising both existing and future property is valid in totality.

Solution: Step 1: Analyze the validity of a Gift of future property (Section 124, T.P. Act). Section 124 of the Transfer of Property Act explicitly states that a gift of future property is void.
Step 2: Apply the rule to Option (B). If a gift comprises both existing and future property, it is valid only in respect of the existing property, and void as regards the future property. Therefore, the proposition that it is "valid in totality" is INCORRECT.
Step 3: Analyze the other options (for correctness):

- (A) is correct. Section 126 provides conditions under which a gift can be suspended or revoked.
- (C) is correct. For immovable property, Section 123 makes registration mandatory in place of possession. For movable property, either registration or delivery is required. Possession itself is not a sine qua non (essential condition) for all gifts.
- (D) is correct. Section 123 mandates registration for gifts of immovable property.

Step 4: Conclusion. Option (B) is incorrect.

Quick Tip

A gift can only be made of property that is in existence and capable of being transferred at the time of the gift. A transfer of future property, whether by Gift or Sale, is void.

---

55. Which of the following propositions is CORRECT about a Will:
(A) It is revocable, as no interest in the property is intended to pass during the lifetime of the testator.
(B) It is revocable, despite interest in the property being passed under the Will during the lifetime of the testator.
(C) It is revocable because registration is not mandatory.
(D) It is irrevocable because registration is not mandatory.

Correct Answer: (A) It is revocable, as no interest in the property is intended to pass during the lifetime of the testator.

Solution: Step 1: State the nature of a Will. A Will is a testamentary document, meaning it is ambulatory (changeable) and takes effect only upon the death of the testator.
Step 2: Relate revocability to vesting. Because no interest in the property vests in the legatee (the beneficiary) during the lifetime of the testator (i.e., the property still belongs to the testator), the testator remains free to revoke, alter, or replace the Will at any time before death. This is the irrevocable nature of a Will.
Step 3: Analyze the options.

- (A) is CORRECT. It accurately links the revocability of a Will to the principle that the transfer of interest is postponed until death.
- (B) is incorrect. It suggests that interest passes during the testator's lifetime, which would make it a settlement/gift, not a Will.
- (C) and (D) are incorrect. While registration of a Will is optional, the revocability is a consequence of the nature of the disposition (testamentary), not the formality of registration.

Step 4: Conclusion. The Will is revocable because no interest passes during the testator's lifetime.

> Quick Tip
>
> The revocable nature of a Will is a direct consequence of the legal rule: *ultima voluntas ambulatoria est* (a man's last will is alterable during his life).

XII: "Mortgage inter alia means transfer of interest in the specific immovable property for the purpose of securing the money advanced by way of loan. Section 17(1)(c) of the Registration Act provides that a non-testamentary instrument which acknowledges the receipt or payment of any consideration on account of the creation, declaration, assignment, limitation or extension of any such right, title or interest, requires compulsory registration. Mortgage by deposit of title-deeds in terms of Section 58(f) of the Transfer of Property Act surely acknowledges the receipt and transfer of interest and, therefore, one may contend that its registration is compulsory. However, Section 59 of the Transfer of Property Act mandates that every mortgage other than a mortgage by deposit of title-deeds can be effected only by a registered instrument. In the face of it, in our opinion, when the debtor deposits with the creditor title-deeds of the property for the purpose of security, it becomes mortgage in terms of Section 58(f) of the Transfer of Property Act and no registered instrument is required under Section 59 thereof as in other classes of mortgage. The essence of mortgage by deposit of title-deeds is handing over by a borrower to the creditor title-deeds of immovable property with the intention that those documents shall constitute security, enabling the creditor to recover the money lent. After the deposit of the title-deeds the creditor and borrower may

record the transaction in a memorandum but such a memorandum would not be an instrument of mortgage. A memorandum reducing other terms and conditions with regard to the deposit in the form of a document, however, shall require registration under Section 17(1)(c) of the Registration Act, but in a case in which such a document does not incorporate any term and condition, it is merely evidential and does not require registration." (Extracted from: State of Haryana v Narvir Singh (2014) 1 SCC 105)

56. Which of the following is NOT an essential of a mortgage under the Transfer of Property Act, 1882:
(A) It is a transfer of an interest in specific immovable property.
(B) It is for the purpose of securing the payment of money advanced or to be advanced by way of loan.
(C) It is always in respect of an existing debt.
(D) It is in respect of an existing or future debt, or the performance of an engagement which may give rise to a pecuniary liability.

Correct Answer: (C) It is always in respect of an existing debt.

Solution: Step 1: Refer to the definition of a Mortgage (Section 58(a), T.P. Act). A mortgage is defined as the transfer of an interest in specific immovable property for the purpose of securing: 1. The payment of money advanced or to be advanced by way of loan, 2. An existing or future debt, or 3. The performance of an engagement which may give rise to a pecuniary liability.
Step 2: Analyze the role of debt. The debt secured by a mortgage can be existing (past or present) or future.
Step 3: Evaluate the options. Options (A), (B), and (D) correctly reflect the statutory definition. Option (C) states that the mortgage "is always in respect of an existing debt," which is contradicted by the phrase "existing or future debt" in the statute .
Step 4: Conclusion. The proposition that a mortgage is always in respect of an existing debt is incorrect.

Quick Tip

The key to a mortgage is securing a pecuniary liability. This liability can be one already incurred or one that is anticipated to be incurred (future debt).

---

57. A mortgage by deposit of title-deeds is a form of mortgage recognised by section 58(f) of the Transfer of Property Act, 1882, which provides that:
(A) When the debtor deposits with the creditor the title-deeds of his property with an intent to create a security, the law implies a contract between the parties to create a mortgage, and no registered instrument is required under section 59 of the Transfer of Property Act, as in other forms of mortgage.
(B) When the debtor deposits with the creditor the title-deeds of his property with an intent to create a security, the implication of law (that there exists a contract between the parties to

create a mortgage) is excluded, and a registered instrument is required under section 59 of the Transfer of Property Act.
(C) When the debtor deposits with the creditor the title-deeds of his property with an intent to create a security, the implication of law (that there exists a contract between the parties to create a mortgage) is excluded, and a registered instrument is required under section 58(f) of the Transfer of Property Act.
(D) When the debtor deposits with the creditor the title-deeds of his property with an intent to create a security, the implication of law (that there exists a contract between the parties to create a mortgage) is excluded, and a registered instrument is required under section 17(1)(c) of the Registration Act.

Correct Answer: (A) When the debtor deposits with the creditor the title-deeds of his property with an intent to create a security, the law implies a contract between the parties to create a mortgage, and no registered instrument is required under section 59 of the Transfer of Property Act, as in other forms of mortgage.

Solution: Step 1: Analyze Section 58(f) (Deposit of Title Deeds). This section defines the "equitable mortgage" or "mortgage by deposit of title-deeds." It requires: 1. Delivery of title deeds. 2. An intent to create security.
Step 2: Determine the registration requirement. Section 59 of the T.P. Act (which governs formalities) explicitly exempts mortgages by deposit of title-deeds from the mandatory registration requirement that applies to other forms of mortgages (where the principal secured amount is $Rs.100$ or more). This mortgage is created by the act of deposit with intent, and the law implies the creation of the security.
Step 3: Evaluate the options. Option (A) correctly captures the essence: the creation of the security is an implication of law arising from the deposit with intent, and registration under Section 59 is dispensed with. Options (B), (C), and (D) are incorrect because they assert that a registered instrument is required.
Step 4: Conclusion. Option (A) is the correct proposition regarding a mortgage by deposit of title-deeds.

Quick Tip

Mortgage by deposit of title deeds is an exception to the general rule of registration for mortgages, created purely by the conduct and intent of the parties at specified places.

---

58. As per section 96 of the Transfer of Property Act, the provisions which apply to _____ shall, so far as may be, apply to a mortgage by deposit of title-deeds.
(A) A simple mortgage.
(B) A mortgage by conditional sale.
(C) A usufructuary mortgage.
(D) An English mortgage.

Correct Answer: (A) A simple mortgage.

Solution: Step 1: Refer to Section 96, T.P. Act. Section 96, titled "Mortgage by deposit of title-deeds," explicitly states: "The provisions hereinbefore contained which apply to a simple mortgage shall, so far as may be, apply to a mortgage by deposit of title-deeds."
Step 2: Understand the reason. Both a simple mortgage and a mortgage by deposit of title-deeds (equitable mortgage) involve the mortgagor retaining possession of the property and incurring a personal liability to pay the debt. The remedy is primarily a right to cause the mortgaged property to be sold.
Step 3: Conclusion. The provisions that apply to a simple mortgage shall apply to a mortgage by deposit of title-deeds.

> Quick Tip
>
> Simple mortgage and equitable mortgage are similar because neither involves transfer of possession, and the primary remedy for the mortgagee is the right to have the property sold.

---

59. The period of limitation for a suit to enforce payment of money secured by a mortgage or otherwise charged upon immovable property is:
(A) 30 years.
(B) 12 years.
(C) 20 years.
(D) 3 years.

Correct Answer: (B) 12 years.

Solution: Step 1: Refer to the Limitation Act, 1963. The Limitation Act prescribes the periods within which different types of suits must be filed.
Step 2: Identify the relevant Article. Article 62 of the Schedule to the Limitation Act, 1963, provides the period of limitation for a suit to enforce payment of money secured by a mortgage or otherwise charged upon immovable property. The prescribed period is 12 years.
Step 3: Clarify the 30-year period. A suit by a mortgagor to redeem or recover possession of immovable property mortgaged is 30 years (Article 61(a)). However, the question asks for the period for a suit by the mortgagee to enforce payment/charge.
Step 4: Conclusion. The period of limitation is 12 years.

> Quick Tip
>
> The limitation period for the mortgagee to enforce the charge (foreclosure/sale) is 12 years, whereas the limitation period for the mortgagor to redeem the mortgage is 30 years.

---

60. In a mortgage by deposit of title-deeds, after the deposit of the title-deeds, if the creditor and the borrower choose to record their transaction in a memorandum reducing other terms and conditions (in addition to what flow from the

mortgage by deposit of title-deeds) with regard to the deposit in the form of a memorandum/document, then the memorandum/document requires registration under section 17(1)(c) of the Registration Act. In this context which among the following propositions is not correct?
(A) The deposit and the document both form integral parts of the transaction and are essential ingredients in the creation of the mortgage.
(B) The deposit alone is not intended to create the charge and the document, which constitutes the bargain regarding the security, is also necessary and operates to create the charge in conjunction with the deposit.
(C) The implication of law (that there exists a contract between the parties to create a mortgage) is excluded by their express bargain, and the document becomes the sole evidence of its terms.
(D) The deposit and the documents do not form integral parts of the transaction and hence they are not essential ingredients in the creation of the mortgage.

Correct Answer: (D) The deposit and the documents do not form integral parts of the transaction and hence they are not essential ingredients in the creation of the mortgage.

Solution: Step 1: Understand the Narvir Singh distinction (Memorandum vs. Contract). The Supreme Court distinguishes between: 1. A memorandum that merely records the fact of a completed transaction (Deposit + Intent) and is not the bargain itself (does not require registration). 2. A memorandum/document that constitutes the contract of mortgage—the terms and conditions being reduced to writing (the sole repository of the terms). This document does require registration under Section 17(1)(c) of the Registration Act because it operates to create or declare the interest.
Step 2: Analyze the question's premise. The question refers to the scenario where a document records the terms and conditions and requires registration. In such a scenario, the document is considered the operative instrument.
Step 3: Evaluate the propositions related to the registered document. If the document is the repository of the terms and requires registration:

- (A), (B), and (C) correctly describe the legal effect: the document becomes an integral part of the creation of the charge, or the sole evidence of the bargain, replacing the simple implication of law.
- (D) states that the deposit and documents do not form integral parts of the transaction and are not essential ingredients in the creation of the mortgage. This is directly contrary to the requirement for registration, which is based on the document being the primary evidence or the modus operandi of the security creation.

Step 4: Conclusion. The proposition in (D) is incorrect; in the case of a registered document, the document and the deposit are integral to the transaction's creation.

Quick Tip

If the document is merely an evidence of a past fact (the deposit), it is not registrable. If the document is the present contract or bargain (the repository of the terms creating the charge), it is compulsorily registrable.

XIII: Having heard the learned Counsels for the parties, and on perusal of the material on record, the primary issue which arises for consideration of this Court is "whether a review or recall of an order passed in a criminal proceeding initiated under section 340 of CrPC is permissible or not?" [. . .] A careful consideration of the statutory provisions and the aforesaid decisions of this Court clarify the now-well settled position of jurisprudence of Section 362 of CrPC which when summarized would be that the criminal courts, as envisaged under the CrPC, are barred from altering or reviewing in their own judgments except for the exceptions which are explicitly provided by the statute, namely, correction of a clerical or an arithmetical error that might have been committed or the said power is provided under any other law for the time being in force. As the courts become functus officio the very moment a judgment or an order is signed, the bar of Section 362 CrPC becomes applicable. Despite the powers provided under Section 482 CrPC which, this veil cannot allow the courts to step beyond or circumvent an explicit bar. It also stands clarified that it is only in situations wherein an application for recall of an order or judgment seeking a procedural review that the bar would not apply and not a substantive review where the bar as contained in Section 362 CrPC is attracted. Numerous decisions of this Court have also elaborated that the bar under said provision is to be applied stricto sensu.
(Extracted with edits and revisions from Vikram Bakshi v. RP Khosla 2025 INSC 1020)

61. As per section 362 of Cr. P.C.(equivalent to section 403 of BNSS 2023), a criminal court has power to review or alter its own judgment or order only under the following circumstances.
(A) If there is an error as to the question of fact.
(B) If there is an error as to the question of law.
(C) If there is/are clerical and arithmetical errors.
(D) If the judgment or order is rendered per in curium.

Correct Answer: (C) If there is/are clerical and arithmetical errors.

Solution: Step 1: State the rule under Section 362 Cr.P.C. Section 362 of the Cr.P.C. imposes a strict embargo (prohibition) on a criminal court from altering or reviewing its own judgment or final order after it has been signed. The only statutory exception to this rule is for correcting a clerical or arithmetical error .
Step 2: Evaluate the options. Errors of fact (A), errors of law (B), and judgments rendered per incuriam (D) are all grounds for appeal, revision, or a petition under Article 226/227, not for review by the court itself under Section 362.
Step 3: Conclusion. Only clerical or arithmetical errors can be corrected under Section 362 Cr.P.C.

Quick Tip

The principle of finality in criminal law is sacrosanct. Once signed, a criminal judgment cannot be altered, ensuring certainty in judicial pronouncements.

---

62. The bench in this case referred to a distinction drawn previously in Grindlays Bank case, that of procedural review and substantive review by criminal courts. Which of the following statements most accurately captures the distinction between the two decisions?

(A) A procedural review is exercised when a higher court finds an error in interpretation, while a substantive review is limited to correcting factual inaccuracies within the same court.

(B) A procedural review is available only in appellate courts, whereas a substantive review may be conducted by the original court that issued in court

(C) A procedural review is inherent or implied in a court to set aside a palpably erroneous order passed under misapprehension by it. However, a substantive review is when error sought to be corrected is one of law and is apparent on the face of the record.

(D) A procedural review involves correcting errors of judgement made after hearing the parties while a substantive review is confined to omissions in recording of legal reasoning.

Correct Answer: (C) A procedural review is inherent or implied in a court to set aside a palpably erroneous order passed under misapprehension by it. However, a substantive review is when error sought to be corrected is one of law and is apparent on the face of the record.

Solution: Step 1: State the distinction established in case law (Grindlays Bank). The judicial distinction is critical: Procedural Review: This is the inherent or implied power of a court to recall or set aside an order made under a misapprehension or without affording a hearing to a party (e.g., ex parte order). It corrects the procedure. Substantive Review: This involves re-examining the merits of the case, correcting an error of fact or law apparent on the face of the record, which is the definition of a review under civil law (Order 47 CPC) but is generally barred for criminal courts under Section 362 Cr.P.C.

Step 2: Evaluate the options against the established distinction. Option (C) accurately separates the two concepts: procedural review relates to an inherent power to correct an order passed under a misapprehension or procedural lapse, while substantive review is the correction of an error of law or fact on the merits, which is generally not permitted in criminal law. .

Step 3: Conclusion. Option (C) is the most accurate capture of the legal distinction referred to by the court.

Quick Tip

A procedural review addresses the 'how' (due process) of an order's passing, while a substantive review addresses the 'what' (merits/legal correctness) of the judgment. Criminal courts generally have the former, but not the latter.

---

63. According to the Supreme Court's analysis, under which principle did the High Court claim to recall its Judgment, even though the Supreme Court ultimately rejected this basis?
(A) Ex debito justitiae, to correct a factual error not brought to its notice earlier.
(B) Inherent power under Section 482 of the CrPC to prevent the abuse of the process of any Court.
(C) The power of a criminal court to conduct a "substantive review" on the merits of the case.
(D) The binding nature of the Supreme Court's earlier Judgment which mandated a decision on the perjury application.

Correct Answer: (B) Inherent power under Section 482 of the CrPC to prevent the abuse of the process of any Court.

Solution: Step 1: Identify the High Court's claimed power. The High Court's order sought to recall its earlier judgment, a power it claimed to derive from its inherent jurisdiction under Section 482 of the Cr.P.C. Section 482 allows the High Court to pass orders necessary to give effect to Cr.P.C. orders or to prevent the abuse of the process of any court.
Step 2: Note the Supreme Court's response. The Supreme Court ultimately rejected this attempt, holding that the inherent power under Section 482 cannot be used to circumvent the express statutory prohibition in Section 362 Cr.P.C. However, the High Court claimed its authority stemmed from Section 482.
Step 3: Conclusion. The High Court claimed to recall the judgment using its inherent power under Section 482 CrPC.

Quick Tip

Section 482 Cr.P.C. is a saving clause for the High Court's inherent power, but judicial precedent dictates that this inherent power cannot be invoked to override an explicit statutory bar, such as the one in Section 362.

---

64. The court identified certain exceptional circumstances wherein the criminal court is empowered to alter or review its own judgement or a final order under Section 362 (CrPC). Which of the following is NOT one among them:
(A) Such power is expressly conferred upon court by law
(B) The court passing such a judgement or order lacked inherent jurisdiction to do so
(C) Fact relating to non-serving of necessary party being non-represented, not brought to notice of court while passing such judgment or order
(D) A subsequent judicial precedent renders the earlier judgment legally untenable

Correct Answer: (D) A subsequent judicial precedent renders the earlier judgment legally untenable

Solution: Step 1: Review the recognized exceptions to Section 362 Cr.P.C. The Supreme Court acknowledges limited exceptions (often termed "procedural review" exceptions) where the embargo of Section 362 does not apply. These include: 1. When the judgment is a nullity due to a lack of inherent jurisdiction (B). 2. When the court passes the order

under misapprehension, such as non-representation of a necessary party whose absence was not brought to the court's notice (C). 3. Where the power of review is explicitly provided by the statute itself (A).
Step 2: Evaluate the option (D). A subsequent judicial precedent (a change in case law) that renders an earlier judgment legally untenable is a ground for filing a statutory review (if available) or an appeal/revision/writ, but it is not a recognized ground to bypass the bar of Section 362 and allow the original criminal court to review its own signed judgment.
Step 3: Conclusion. A subsequent judicial precedent does not allow a criminal court to alter its own judgment under Section 362 Cr.P.C.

> Quick Tip
>
> The recognized exceptions generally relate to correcting procedural errors, orders that are nullities, or errors where the court acted under a misapprehension, not substantive errors arising from changes in external law (precedent).

---

65. In relation to exceptional circumstances identified by the court under which the embargo on criminal courts to review or alter their judgement or final order after signing under Section 362 (CrPC) would not apply, which of the following statements is correct?

- I. The exceptions are exercisable only if a ground that is raised was not available or existent at the time of original proceedings before the Court
- II. The said power cannot be invoked as a means to circumvent the finality of the judicial process or mistakes and/or errors in the decision which are attributable to a conscious omission by the parties.

(A) Only I is correct
(B) Only II is correct
(C) Both I and II are correct.
(D) Both I and II are incorrect

Correct Answer: (B) Only II is correct

Solution: Step 1: Analyze Statement I. Statement I suggests the exceptions apply only to grounds not available at the time of the original proceedings. This is incorrect. The exceptions primarily cover issues like lack of jurisdiction, which may have been available but not noticed by the court, or procedural errors like passing an order ex parte or under misapprehension, which relate to the existing process.
Step 2: Analyze Statement II. Statement II correctly states the limit on the use of inherent or procedural review power. The power is given to serve justice, not to allow parties to re-agitate issues (circumvent finality) or correct their own conscious errors . The court emphasizes that the power must not be used to bypass the finality enshrined in Section 362 Cr.P.C.
Step 3: Conclusion. Statement II accurately reflects the cautious and restrictive manner in which the Supreme Court interprets the exceptions to the Section 362 embargo.

Quick Tip

The exceptions to Section 362 are narrow and procedural. They cannot be used to revisit the merits of the case (substantive review) or undermine the concept of res judicata (finality).

XIV: A glance over all the Sections related to extortion would reveal a clear distinction being carried out between the actual commission of extortion and the process of putting a person in fear for the purpose of committing extortion. Section 383 defines extortion, the punishment therefor is given in Section 384. Sections 386 and 388 provide for an aggravated form of extortion. These sections deal with the actual commission of an act of extortion, whereas Sections 385, 387 and 389 IPC seek to punish for an act committed for the purpose of extortion even though the act of extortion may not be complete and property not delivered. It is in the process of committing an offence that a person is put in fear of injury, death or grievous hurt. Section 387 IPC provides for a stage prior to committing extortion, which is putting a person in fear of death or grievous hurt 'in order to commit extortion', similar to Section 385 IPC. Hence, Section 387 IPC is an aggravated form of 385 IPC, not 384 IPC. Having deliberated upon the offence of extortion and its forms, we proceed to analyze the essentials of both Sections, i.e.,383 and 387 IPC, the High Court dealt with.
(Extracted from Balaji Traders v. State of UP, 2025 INSC 806)

66. According to the Supreme Court's analysis in the judgment, Section 387 of the Indian Penal Code (IPC) deals with:
(A) The actual commission of the act of extortion by putting a person in fear of death or grievous hurt.
(B) The punishment for a completed act of extortion by putting a person in fear of death or grievous hurt.
(C) The process or stage prior to committing extortion, specifically putting or attempting to put a person in fear of death or grievous hurt in order to commit extortion.
(D) A lesser, non-aggravated form of extortion defined in Section 383 IPC.

Correct Answer: (C) The process or stage prior to committing extortion, specifically putting or attempting to put a person in fear of death or grievous hurt in order to commit extortion.

Solution: Step 1: Analyze the title and content of Section 387 IPC. Section 387 IPC is titled "Putting person in fear of death or of grievous hurt, in order to commit extortion." It punishes the act of putting or attempting to put a person in fear of death or grievous hurt with the intent that extortion may thereby be committed.
Step 2: Distinguish Section 387 from 384. The Supreme Court explains that Section 387 criminalizes the preparatory/inchoate stage of aggravated extortion. It does not require the completion of the offence, i.e., the delivery of property.
Step 3: Evaluate the options. Option (C) correctly describes this inchoate stage where the act is the creation of fear with the intention to extort, even if the final act of receiving property does not materialize.

Step 4: Conclusion. Section 387 deals with the process or stage prior to committing extortion, specifically putting or attempting to put a person in fear of death or grievous hurt in order to commit extortion.

> Quick Tip
>
> Section 387 is an aggravated form of attempt/preparation. The gravity lies in the means employed (fear of death/grievous hurt), irrespective of the success of the extortion attempt.

---

67. The core difference between Section 383/384 IPC (Extortion/Punishment) and Section 387 IPC (Putting person in fear of death or grievous hurt, in order to commit extortion), as established by the Supreme Court, is that:
(A) Section 387 IPC requires the use of firearms, whereas Section 383/384 IPC does not.
(B) Section 383/384 IPC deals with the actual commission of extortion and requires delivery of property, while Section 387 IPC deals with the process (putting a person in fear) and does not require the delivery of property.
(C) Section 383/384 IPC is an aggravated form of Section 387 IPC.
(D) Section 387 IPC involves only an attempt, while Section 383/384 IPC involves a completed offence.

Correct Answer: (B) Section 383/384 IPC deals with the actual commission of extortion and requires delivery of property, while Section 387 IPC deals with the process (putting a person in fear) and does not require the delivery of property.

Solution: Step 1: Define the core elements. Section 383/384 (Extortion): Requires the completed offence, where the victim is put in fear and is thereby induced to deliver property. Delivery is mandatory. Section 387 (Aggravated preparation): Requires only the act of putting or attempting to put the person in fear of death or grievous hurt, coupled with the intent to extort. Delivery of property is not necessary.
Step 2: Evaluate the options. Option (B) accurately captures this key distinction regarding the completion of the offence and the mandatory requirement of property delivery. Option (D) is less accurate because Section 387 is more specific than a general "attempt"; it focuses on the specific means used (fear of death/grievous hurt) and is punishable more severely than a simple attempt under Section 511.
Step 3: Conclusion. The core difference lies in the completion of the offence and the necessity of property delivery.

> Quick Tip
>
> If the accused successfully obtains the property by inducing fear of death/grievous hurt, the offence is complete extortion and the punishment falls under Section 386 IPC (not 384). Section 387 covers the scenario where the accused uses the aggravated threat but fails to obtain the property.

68. What is the minimum essential ingredient that the Supreme Court found prima facie disclosed in the complaint for an offence under Section 387 IPC?
(A) The transfer of at least Rs. 5 lakhs from the complainant to the accused.
(B) The use of rifles, a specific type of weapon.
(C) Putting the complainant in fear of death or grievous hurt in order to commit extortion, such as by pointing a gun and demanding Rs. 5 lakhs per month.
(D) The existence of pending litigation regarding Trademark and Copyright claims.

Correct Answer: (C) Putting the complainant in fear of death or grievous hurt in order to commit extortion, such as by pointing a gun and demanding Rs. 5 lakhs per month.

Solution: Step 1: Recall the elements of Section 387 IPC. The essential elements are: 1. Putting a person in fear of death or grievous hurt. 2. The act is done in order to commit extortion.
Step 2: Analyze the facts and the required threshold. The complaint alleged that the accused, by pointing a gun, created a fear of death/grievous hurt and made a demand for money (Rs. 5 lakhs per month). This clearly and directly discloses the two minimum essential ingredients for Section 387 IPC: the creation of aggravated fear and the intent to extort .
Step 3: Evaluate the options. (A) is not required for Section 387 (only for the completed offence). (B) is too specific; any means of creating fear of death/grievous hurt suffices. (D) is background context, not the criminal actus reus.
Step 4: Conclusion. The essential ingredient found prima facie disclosed was putting the complainant in fear of death or grievous hurt in order to commit extortion.

Quick Tip

In quashing proceedings (under Section 482 CrPC), the court only looks for the minimum prima facie ingredients to proceed to trial; it does not adjudicate on the final guilt.

---

69. The Supreme Court cites which of the following as a well-settled principle of law regarding the interpretation of penal statutes?
(A) Penal statutes must be given a wide and flexible interpretation to cover all intended mischief.
(B) Courts are competent to stretch the meaning of an expression used by the Legislature to carry out the intention of the Legislature.
(C) If two possible and reasonable constructions can be put upon a penal provision, the Court must lean towards the construction that imposes the maximum penalty.
(D) If two possible and reasonable constructions can be put upon a penal provision, the Court must lean towards that construction which exempts the subject from penalty rather than the one which imposes penalty.

Correct Answer: (D) If two possible and reasonable constructions can be put upon a penal provision, the Court must lean towards that construction which exempts the subject from penalty rather than the one which imposes penalty.

Solution: Step 1: State the rule of interpretation for penal statutes. The long-standing rule of interpretation for penal or taxing statutes is the Rule of Strict Construction . When a provision is capable of two reasonable interpretations, the one that favours the subject (i.e., lessens the burden, or exempts from penalty) must be adopted.
Step 2: Evaluate the options. Options (A), (B), and (C) contradict the principle of strict construction, which protects the rights of the accused and ensures that no one is penalized unless their action falls unambiguously within the letter of the law.
Step 3: Conclusion. The correct principle is to lean towards the construction that exempts the subject from penalty.

> Quick Tip
>
> This principle ensures that the liberty of the individual is protected, and that no ambiguity in the law can lead to criminal liability (principle of nulla poena sine lege - no penalty without law).

---

70. The Supreme Court's final decision on the appeal filed by M/s. Balaji Traders was to:
(A) Dismiss the appeal and uphold the High Court's quashing order.
(B) Dismiss the appeal but modify the charge to Section 384 IPC.
(C) Allow the appeal, set aside the High Court's order, and restore the proceedings of Complaint case to the file of the Trial Court.
(D) Allow the appeal and transfer the case to the High Court for a fresh hearing on merits.

Correct Answer: (C) Allow the appeal, set aside the High Court's order, and restore the proceedings of Complaint case to the file of the Trial Court.

Solution: Step 1: Review the procedural history. The High Court had quashed the criminal complaint against M/s. Balaji Traders (the accused). The appeal to the Supreme Court challenged this quashing order.
Step 2: State the Supreme Court's finding. The Supreme Court found that the complaint prima facie disclosed the ingredients of Section 387 IPC (Putting person in fear of death or grievous hurt, in order to commit extortion). Therefore, the High Court was wrong to quash the complaint.
Step 3: Determine the consequence of the finding. When a court finds that the quashing order was erroneous and the complaint discloses an offence, the legal consequence is to set aside the quashing order and revive the original proceedings before the trial court.
Step 4: Conclusion. The Supreme Court allowed the appeal, set aside the High Court's order, and restored the proceedings of the Complaint case to the file of the Trial Court.

> Quick Tip
>
> Quashing an FIR/Complaint is an extreme step taken only when the allegations are facially absurd or do not disclose any offense. If prima facie ingredients exist, the case must proceed to trial.

XV: The reference essentially raises the following issue: whether a child who is conferred with legislative legitimacy under Section 16(1) or 16(2) is, by reason of Section 16(3), entitled to the ancestral/coparcenary property of the parents or is the child merely entitled to the self-earned/separate property of the parents. The questions that arise before us are - first, whether the legislative intent is to confer legitimacy on a child covered by Section 16 in a manner that makes them coparceners, and thus entitled to initiate or get a share in the partition - actual or notional; second, at what point does a specific property transition into becoming the property of the parent. For, it is solely within such property that children endowed with legislative legitimacy hold entitlement, in accordance with Section 16(3).[..]Holding that the consequence of legitimacy under sub-sections (1) or (2) of Section 16 is to place such an individual on an equal footing as a coparcener in the coparcenary would be contrary to the plain intendment of sub-section (3) of Section 16 of the HMA 1955 which recognises rights to or in the property only of the parents. In fact, the use of language in the negative by Section 16(3) places the position beyond the pale of doubt. We would therefore have to hold that when an individual falls within the protective ambit of sub-section (1) or sub-section (2) of Section 16, they would be entitled to rights in or to the absolute property of the parents and no other person.
(Extracted with edits and revisions from RevanasiddappaAnr v. Mallikarjun 2023 INSC 783)

71. When a Hindu Mitakshara coparcener, who has a child legitimised under section 16 of Hindu Marriage Act 1955, dies intestate, after the 2005 Amendment of the Hindu Succession Act, 1956, what is the legal mechanism that determines the child's share in the parent's interest in the coparcenary property?
(A) The Child becomes a coparcener by birth, and the entire coparcenary property is divided equally amongst all the coparceners.
(B) The parent's interest devolves by traditional rule of survivorship, and the section 16 child receives no share
(C) The parent's interest is first determined through a notional partition immediately before death under section 6 (3) of Hindu Succession Act 1956 and this determined share then devolves by intestate succession to all the deceased's children (including the section 16 child) under section 8/10 of Hindu Succession Act 1956.
(D) The share of section 16 child is limited to receiving maintenance from the joint family estate.

Correct Answer: (C) The parent's interest is first determined through a notional partition immediately before death under section 6 (3) of Hindu Succession Act 1956 and this determined share then devolves by intestate succession to all the deceased's children (including the section 16 child) under section 8/10 of Hindu Succession Act 1956.

Solution: Step 1: Determine the nature of the child's right. The Supreme Court has consistently held that a child legitimized under Section 16 HMA is not a coparcener (see Q. 72) and, therefore, does not acquire a right by birth in the coparcenary property.
Step 2: Determine the mode of devolution of the parent's interest. After the 2005

Amendment, when a male Hindu coparcener dies intestate, his interest in the coparcenary property (ancestral property) devolves by testamentary or intestate succession, not by survivorship (Section 6(3) HSA).
Step 3: Apply Notional Partition. The parent's individual interest in the coparcenary property is first ascertained by a notional partition of the joint family property immediately before the death of the father (Section 6, Explanation 1).
Step 4: Apply Intestate Succession. This "determined share" of the deceased parent then devolves upon his heirs, including the child legitimized under Section 16 HMA, according to the rules of intestate succession (Sections 8 and 10 HSA).
Step 5: Conclusion. Option (C) correctly describes the two-step mechanism (Notional Partition followed by Intestate Succession) that determines the child's share.

Quick Tip

The child under Section 16 HMA inherits from the deceased parent's share but does not cause the automatic cessation of the coparcenary itself.

---

72. From the decisions rendered by the Supreme Court on this issue, which of the following correctly states the legal position of a child conferred with legitimacy under section 16 of Hindu Marriage Act
(A) Such a child is a coparcener
(B) Such a child is not a coparcener
(C) Such a child is a coparcener, and has the power to seek partition of coparcenary property
(D) Such a child is a coparcener, but does not have the power to seek partition of coparcenary property

Correct Answer: (B) Such a child is not a coparcener

Solution: Step 1: Analyze Section 16(3) HMA. Section 16(3) of the Hindu Marriage Act, 1955, explicitly states: "Nothing contained in sub-section (1) or sub-section (2) shall be construed as conferring upon any child of a marriage which is null and void or which is annulled by a decree of nullity under clause (ii) of section 12, any rights in or to the property of any person, other than the parents, in any case where, but for the passing of this Act, such child would be incapable of possessing or acquiring any such rights by reason of his not being the legitimate child of his parents."
Step 2: Interpret the Supreme Court's ruling. The Supreme Court has interpreted this to mean that the legal fiction of legitimacy is created only for the purpose of inheritance from the parents and is restricted to the property of the parents. A coparcener is a person who acquires a right in the joint family property by birth. Since the Section 16 child does not acquire a right by birth in the property of any person other than the parents (i.e., not in the coparcenary), he is not a coparcener .
Step 3: Conclusion. Such a child is not a coparcener.

Quick Tip

The right of the Section 16 child is a right to inherit a share in the property of the parents, not a birthright in the coparcenary property itself.

---

73. Consider the following statements:

- I. A child born out of a null and void marriage is considered as legitimate by law
- II. Conferment of legitimacy is irrespective of whether such child was born before or after the commencement of the Amending Act 1976

(A) Only I is correct
(B) Only II is correct
(C) Both I and II are correct
(D) Both I and II are incorrect

Correct Answer: (C) Both I and II are correct

Solution: Step 1: Analyze Statement I (Legitimacy). Section 16(1) of the HMA states that a child of a void marriage (Section 11) or a voidable marriage annulled by a decree (Section 12) shall be deemed to be their legitimate child. This statement is CORRECT.
Step 2: Analyze Statement II (Retrospective Effect). Section 16(3) HMA, as amended in 1976, clarifies that the status conferred on such children is retrospective. The provision applies irrespective of whether the marriage took place or the child was born before or after the commencement of the Marriage Laws (Amendment) Act, 1976. This statement is CORRECT.
Step 3: Conclusion. Both statements are correct based on the language of Section 16 HMA and the Supreme Court's interpretation thereof.

Quick Tip

The 1976 amendment intended to remove the social stigma and legal disability of children born from such unions, making the conferment of legitimacy retroactive.

---

74. Which of the following statements is correct in relation to the property rights of children from void/voidable marriages
(A) Such a child can ask for partition of coparcenary property
(B) Such a child can claim share in their own right in the undivided coparcenary property of his parents
(C) Such a child has rights only to self-acquired property of his parents
(D) Such a child cannot ask for partition of coparcenary property

Correct Answer: (D) Such a child cannot ask for partition of coparcenary property

Solution: Step 1: Reiterate the legal status. As established in Question 72, the Section 16 child is not a coparcener.

Step 2: Analyze the rights of a non-coparcener. Since the child is not a coparcener, he/she does not have a right by birth in the coparcenary property. The right to demand a partition of the coparcenary property (jus ad rem) is the hallmark of a coparcener. Consequently, the child cannot ask for the partition of the coparcenary property during the lifetime of the parent.
Step 3: Evaluate the options. Options (A) and (B) are incorrect as they imply coparcenary rights. Option (C) is incomplete and inaccurate because the child does have a right in the parent's determined share of the coparcenary property upon the parent's death, as per the notional partition (see Q. 71). Option (D) is the correct legal consequence of the child not being a coparcener.
Step 4: Conclusion. Such a child cannot ask for partition of coparcenary property.

Quick Tip

The right of the Section 16 child in coparcenary property is a deferred, dependent, and derivative right (upon the parent's death, via notional partition), not an independent, birth-based right.

---

75. Which of the following best summarises the conclusion reached by the Supreme Court regarding children conferred with legitimacy under Section 16 under the Hindu Marriage Act?
(A) Such children are entitled to coparcenary rights in the ancestral property to their parents, equal to children born within a valid marriage
(B) Such children are entitled only to the self-acquired or separate property of their parents, and not to ancestral/coparcenary property
(C) Such children are entitled to inherit property only if no legitimate heirs exist from a valid marriage
(D) Such children have no rights in any property of the parents, whether self-acquired or ancestral

Correct Answer: (B) Such children are entitled only to the self-acquired or separate property of their parents, and not to ancestral/coparcenary property

Solution: Step 1: Analyze the scope of the right granted by Section 16 HMA. The Supreme Court has interpreted Section 16(3) HMA to mean that the child's property rights are limited to the property of the parents. This includes: Self-Acquired/Separate Property: The child inherits this property directly along with other legitimate heirs under Section 8 HSA. Ancestral/Coparcenary Property: The child inherits the share determined by notional partition (parent's share) but does not get a coparcenary right by birth.
Step 2: Evaluate the options for the best summary. (A) is wrong; the child is not a coparcener. (C) is wrong; the child inherits along with legitimate heirs, not only in their absence. (D) is wrong; the child inherits the parent's property. (B) is the closest and most appropriate summary, reflecting the restriction of the right to the parent's estate (self-acquired property, and the share determined by notional partition of the ancestral property). The phrase "property of any person, other than the parents" in Section 16(3) is the key legal restriction .

Step 3: Conclusion. The most accurate summarization of the legal position is that such children are entitled only to the property of their parents (self-acquired and the parent's share in ancestral property), not the unrestricted coparcenary rights enjoyed by a child born from a valid marriage.

> Quick Tip
>
> The Court's position balances the social necessity of protecting the child (legitimacy) with the established structure of the Mitakshara coparcenary (protection of collateral heirs).

XVI: Live-in relationship, as such, as already indicated, is a relationship which has not been socially accepted in India, unlike many other countries. In Lata Singh v. State of U.P. [(2006) 5 SCC 475 : (2006) 2 SCC (Cri) 478] it was observed that a live-in relationship between two consenting adults of heterosexual sex does not amount to any offence even though it may be perceived as immoral. However, in order to provide a remedy in civil law for protection of women, from being victims of such relationship, and to prevent the occurrence of domestic violence in the society, first time in India, the DV Act has been enacted to cover the couple having relationship in the nature of marriage, persons related by consanguinity, marriages, etc. We have few other legislations also where reliefs have been provided to woman placed in certain vulnerable situations. Section 125 CrPC, of course, provides for maintenance of a destitute wife and Section 498-A IPC is related to mental cruelty inflicted on women by her husband and in-laws. Section 304-B IPC deals with the cases relating to dowry death. The Dowry Prohibition Act, 1961 was enacted to deal with the cases of dowry demands by the husband and family members. The Hindu Adoptions and Maintenance Act, 1956 provides for grant of maintenance to a legally wedded Hindu wife, and also deals with rules for adoption. The Hindu Marriage Act, 1955 refers to the provisions dealing with solemnisation of marriage also deals with the provisions for divorce. For the first time, though, the DV Act, Parliament has recognised a "relationship in the nature of marriage" and not a livein relationship simpliciter. We have already stated, when we examine whether a relationship will fall within the expression "relationship in the nature of marriage" within the meaning of Section 2(f) of the DV Act, we should have a close analysis of the entire relationship Invariably, it may be a question of fact and degree, whether a relationship between two unrelated persons of the opposite sex meets the tests judicially evolved.
(Extracted with edits and revisions from Indra Sarma v. V.K.V. Sarma, (2013) 15 SCC 755)

76. What is the scope of analysis required to determine if a relationship falls within the expression "relationship in the nature of marriage" under Section 2(f) of the DV Act?
(A) Considering the number of children born in a live in relationship.
(B) Considering only the cohabitation period of the relationship and their emotional connec-

tivity.
(C) Conducting a close analysis of the entire interpersonal relationship, taking into account all facets.
(D) Evaluating only the financial aspects and mutual agreements of the relationship, and if there is any written agreement between the partner.

Correct Answer: (C) Conducting a close analysis of the entire interpersonal relationship, taking into account all facets.

Solution: Step 1: Refer to the Indra Sarma Checklist. In Indra Sarma v. V.K.V. Sarma, the Supreme Court laid down a non-exhaustive set of parameters or "guiding factors" to determine if a live-in relationship is one "in the nature of marriage." These include: 1. Duration of period of relationship. 2. Shared household. 3. Pooling of resources and financial arrangements. 4. Sexual relationship/children. 5. Socialisation in public/Holding out to the world. 6. Intention and conduct of the parties.
Step 2: Analyze the scope. The Court explicitly stated that the determination requires a "close analysis of the entire domestic relationship" . It cannot be limited to a single factor like duration (B), children (A), or only financial aspects (D).
Step 3: Conclusion. Option (C) accurately reflects the comprehensive and multi-factorial analysis mandated by the Supreme Court.

Quick Tip

A relationship "in the nature of marriage" must satisfy the tests of durability, pooling of resources, and social acceptance, simulating the attributes of a marital union.

---

77. In which of the following cases, the Supreme Court read down the word "adult male" in Section 2(q) of the Protection of Women from Domestic Violence Act, 2005?
(A) Indra Sarma v. V.K.V. Sarma (2013) 15 SCC 755)
(B) Hiral P Harsora v. Kusum Harsora, (Manu/SC/1269/2016)
(C) Uma Narayanan v. Priya Krishna Prasad, (Laws (Mad) 2008-8-28)
(D) D Velusamy v. D Patchaiammal (AIR 2011 SC 479)

Correct Answer: (B) Hiral P Harsora v. Kusum Harsora, (Manu/SC/1269/2016)

Solution: Step 1: Identify the relevant statutory definition. Section 2(q) of the DV Act defines "Respondent" (the person against whom relief is sought) as "any adult male person who is, or has been, in a domestic relationship with the aggrieved person."
Step 2: Analyze the Hiral P Harsora judgment. In Hiral P Harsora v. Kusum Harsora (2016), the Supreme Court held that the phrase "adult male" in Section 2(q) was unconstitutional, as it excluded female relatives (e.g., mother-in-law, sister-in-law) from being respondents and was contrary to the Preamble of the Act. The Court effectively read down the provision by striking off the word "adult male" .
Step 3: Conclusion. The landmark case that read down the term "adult male" was Hiral P Harsora v. Kusum Harsora.

💡 Quick Tip

This decision broadened the scope of "Respondent" to include any person, male or female, who commits an act of domestic violence.

---

78. As per section 20 of the Protection of Women from Domestic Violence Act, 2005, while disposing of an application under Section 12(1), the Magistrate may direct the respondent to pay monetary relief to the aggrieved person so that the aggrieved person can:
(A) Live a life that meets at least the bare minimum needs for survival and basic well-being.
(B) Live a life that is consistent with her standard of living which she is accustomed.
(C) Live a life that is consistent with her parent's standard of living.
(D) Live a life which can cover her medical expenses and expenses incurred due to litigation of domestic violence.

Correct Answer: (B) Live a life that is consistent with her standard of living which she is accustomed.

Solution: Step 1: Refer to Section 20(2) of the DV Act. Section 20(2) of the DV Act specifies the principle for granting monetary relief. It states: "The monetary relief granted shall be adequate, reasonable and consistent with the standard of living to which the aggrieved person is accustomed."
Step 2: Evaluate the options. Option (A) describes a need-based bare minimum, typically associated with strict maintenance laws. Option (B) accurately reflects the statutory language and the intent of the DV Act to ensure the aggrieved person is not suddenly forced to downgrade her lifestyle due to domestic violence. Options (C) and (D) are too narrow or incorrect.
Step 3: Conclusion. The monetary relief must be consistent with the aggrieved person's standard of living to which she is accustomed.

💡 Quick Tip

The standard of living to which the victim is accustomed is a specific factor considered under the DV Act, distinguishing it from general bare maintenance requirements.

---

79. In which case, the three judge bench of the Hon'ble Supreme Court has recently interpreted the term "shared household" and has held that "...lives or at any stage has lived in a domestic relationship..." have to be given its normal and purposeful meaning. The living of woman in a household has to refer to a living which has some permanency. Mere fleeting or casual living at different places shall not make a shared household.
(A) Satish Chander Ahuja v. Sneha Ahuja, AIR 2020 SC 2483
(B) Rupa Ashok Hurra v. Ashok Hurra AIR 2002 SC 177
(C) S.R. Batra v. Tarun Batra (2007) 3 SCC 169
(D) B.R. Mehta Vs. Atma Devi (1987) 4 SCC 183

Correct Answer: (A) Satish Chander Ahuja v. Sneha Ahuja, AIR 2020 SC 2483

Solution: Step 1: Recall the judicial history of "shared household". The interpretation of "shared household" (Section 2(s) DV Act) has been central to the DV Act. The key earlier restrictive interpretation was given in S.R. Batra v. Tarun Batra (2007).
Step 2: Analyze the Satish Chander Ahuja judgment. In Satish Chander Ahuja v. Sneha Ahuja (2020), a three-judge bench of the Supreme Court overruled the narrow interpretation given in S.R. Batra. It gave a wider, purposeful meaning to the term "shared household," clarifying that it includes a house owned by the husband's mother, provided the aggrieved person has lived there in a domestic relationship. It also introduced the concept of "permanency" for the living arrangement, excluding mere fleeting or casual stays.
Step 3: Conclusion. The definitive and recent interpretation of "shared household," emphasizing a non-fleeting stay, was delivered in Satish Chander Ahuja v. Sneha Ahuja.

Quick Tip

The Satish Chander Ahuja decision expanded the scope of protection by ensuring that the daughter-in-law's right to reside is not dependent solely on the house being owned or rented by the husband.

---

80. Under Indian Law, can a woman in a live in relationship claim maintenance under S. 125, CrPC despite not being a legally wedded wife?
(A) No, as per the interpretation of statute 'wife' means legally wedded wife and includes who has been divorced by, or has obtained a divorce from her husband.
(B) Yes, a woman in a live in relationship can claim maintenance u/s 125, CrPC as strict proof of marriage is not necessary and maintenance cannot be denied if evidence suggests cohabitation.
(C) A woman in live in relationship can only claim maintenance if she has been cohabiting for more than five years and dependent children from the relationship.
(D) A woman in live in relationship can claim maintenance only through a civil suit as the protection of women from domestic violence act 2005 (PWDVA) does not apply to live in relationships.

Correct Answer: (A) No, as per the interpretation of statute 'wife' means legally wedded wife and includes who has been divorced by, or has obtained a divorce from her husband.

Solution: Step 1: Analyze the scope of Section 125 Cr.P.C. Section 125 Cr.P.C. provides for maintenance to a "wife," which has been interpreted by the Supreme Court (e.g., in Savitaben Somabhai Bhatiya v. State of Gujarat, 2005) to mean a legally wedded wife. This legal definition does not extend to women in live-in relationships.
Step 2: Contrast with the DV Act. While a woman in a live-in relationship cannot claim maintenance as a "wife" under Section 125 Cr.P.C., she can claim monetary relief (which includes maintenance) under Section 20 of the DV Act, provided the relationship satisfies the test of being a "relationship in the nature of marriage" (as decided in D Velusamy v. D Patchaiammal and Indra Sarma v. V.K.V. Sarma).
Step 3: Evaluate the options. Option (A) is the correct position regarding Section 125 Cr.P.C. specifically. Option (B) is factually incorrect as the strict legal interpretation of 'wife'

in 125 Cr.P.C. requires a valid marriage (or a divorce therefrom). Options (C) and (D) are inaccurate generalizations.
Step 4: Conclusion. Under Section 125 Cr.P.C., the word 'wife' is interpreted strictly to mean a legally wedded wife, excluding women in live-in relationships.

Quick Tip

To claim maintenance relief, a woman in a live-in relationship must typically resort to the broader provisions of the Protection of Women from Domestic Violence Act, 2005.

XVII: Section 2(47) of the Income Tax Act, 1961, which is an inclusive definition, inter alia, provides that relinquishment of an asset or extinguishment of any right therein amounts to a transfer of a capital asset. While the taxpayer continues to remain a shareholder of the company even with the reduction of share capital, it could not be accepted that there was no extinguishment of any part of his right as a shareholder qua the company. A company under Section 66 of the Companies Act, 2013 has a right to reduce the share capital and one of the modes which could be adopted is to reduce the face value of the preference share. When as a result of reducing the face value of the share, the share capital is reduced, the right of the preference shareholder to the dividend or his share capital and the right to share in the distribution of the net assets upon liquidation is extinguished proportionately to the extent of reduction in the capital. Such a reduction of the right of the capital asset clearly amounts to a transfer within the meaning of section 2(47) of the Income Tax Act, 1961.
(Extracted with edits and revisions from Principal Commissioner of Income Tax v. Jupiter Capital Pvt Ltd., (2025 INSC 38)

81. What was the core issue before the Supreme Court in this Special Leave Petition filed by the Income Tax Department?
(A) Whether the assessee's claim for a long-term capital gain was correctly disallowed by the Assessing Officer.
(B) Whether the reduction in the number of shares due to a reduction in share capital amounted to a "transfer" under Section 2(47) of the Income Tax Act, 1961, allowing for a capital loss claim.
(C) Whether the High Court of Karnataka correctly relied on the decision of Anarkali Sarabhai v. CIT.
(D) Whether the face value of the shares remaining the same after the reduction nullified the claim of capital loss.

Correct Answer: (B) Whether the reduction in the number of shares due to a reduction in share capital amounted to a "transfer" under Section 2(47) of the Income Tax Act, 1961, allowing for a capital loss claim.

Solution: Step 1: Identify the nature of the transaction. The assessee claimed a capital loss arising from a transaction involving a reduction in share capital where the number of shares held was reduced.

Step 2: Identify the legal threshold for the claim. For any capital loss to be allowed, there must be a **"transfer"** of a capital asset as defined under Section 2(47) of the Income Tax Act, 1961 (ITA). The Department disputed that the transaction met this definition.
Step 3: State the core issue. The central question before the Supreme Court was whether the reduction in the number of shares, as part of the share capital reduction, fell within the inclusive definition of "transfer" under Section 2(47) ITA.
Step 4: Conclusion. The core issue was the interpretation of the term "transfer" in the context of share capital reduction to allow a capital loss claim.

> Quick Tip
>
> The definition of "transfer" under Section 2(47) ITA is deliberately broad and inclusive, extending beyond sale to cover extinguishment of rights.

---

82. According to the Supreme Court, why does a reduction in share capital that proportionately reduces a shareholder's rights amount to a "transfer" under Section 2(47) of the Income Tax Act, 1961?
(A) Because the shareholder's voting percentage remains constant, which is a form of continuous transfer.
(B) Because it involves a sale or exchange of the capital asset to another party.
(C) Because it is covered under the inclusive definition of "transfer" as an extinguishment of any rights in the capital asset.
(D) Because the face value of the shares remains unchanged, constituting a deemed transfer.

Correct Answer: (C) Because it is covered under the inclusive definition of "transfer" as an extinguishment of any rights in the capital asset.

Solution: Step 1: Refer to the relevant sub-clause of Section 2(47). Section 2(47)(ii) defines transfer to include the "extinguishment of any rights therein [in relation to a capital asset]."
Step 2: Relate reduction in share capital to extinguishment. A share is considered a bundle of rights. When a company reduces its capital, the rights attached to the reduced portion of the shares (such as rights to dividend or capital on liquidation) are proportionately and compulsorily extinguished.
Step 3: Conclude the basis for "transfer". The Supreme Court confirmed that this compulsory extinguishment of the shareholder's rights falls squarely within the meaning of transfer under Section 2(47)(ii).
Step 4: Conclusion. The transaction is classified as a transfer because it involves the extinguishment of rights in the capital asset.

> Quick Tip
>
> The ITA's definition of transfer is wider than that of other civil laws. Extinguishment is a key concept that allows statutory restructuring events to be brought under the capital gains framework.

83. The Supreme Court clarified a principle regarding the computation of capital gains/loss under Section 48 of the Income Tax Act. What was this clarification?
(A) That the reduction of share capital must result in a change in the percentage of shareholding.
(B) That the face value of the shares must be reduced for the transfer to be valid.
(C) That the transfer must be a sale or relinquishment, and not merely an extinguishment of rights.
(D) That receipt of some consideration in lieu of the extinguishment of rights is not a condition precedent for the computation of capital gains/loss.

Correct Answer: (D) That receipt of some consideration in lieu of the extinguishment of rights is not a condition precedent for the computation of capital gains/loss.

Solution: Step 1: Refer to the requirement for computation (Section 48 ITA). Section 48 outlines the method for computing capital gains/loss, using "the full value of the consideration received or accruing" from the transfer.
Step 2: Analyze the judicial clarification. The Court clarified that for a transaction to be a "transfer" (specifically, an extinguishment of rights), the receipt of consideration is not mandatory. If a capital asset is transferred without consideration, the "full value of the consideration" in the Section 48 formula is simply taken as Nil.
Step 3: Determine the consequence. By confirming that transfer can occur without consideration, the Court upheld the assessee's right to claim a capital loss (Cost of acquisition - Nil Consideration = Loss) even if no money was received for the extinguished shares.
Step 4: Conclusion. The crucial clarification was that the absence of consideration does not negate the fact of a transfer (extinguishment) or the right to compute the resulting capital loss.

Quick Tip

The focus of the tax calculation under Section 48 is on the fact of the transfer, not on the adequacy or existence of consideration.

---

84. The Supreme Court, in its summary of the principles from Kartikeya V. Sarabhai, stated that the right of a preference shareholder is extinguished proportionately to the extent of the capital reduction. Which of the following two specific rights were mentioned as being extinguished?
(A) Right to voting power and right to attend general meetings.
(B) Right to proportional share of debt and right to appoint directors.
(C) Right to dividend/share capital and right to share in the distribution of net assets upon liquidation.
(D) Right to face value of the share and right to receive consideration.

Correct Answer: (C) Right to dividend/share capital and right to share in the distribution of net assets upon liquidation.

Solution: Step 1: Identify the primary attributes of shares. A share represents an interest in the company, measured by a sum of money, carrying with it a bundle of rights.

Step 2: Relate capital reduction to shareholder rights. When a company's capital is reduced, the corresponding interest in the company is reduced. The two fundamental financial rights that are proportionately extinguished (or reduced) are: 1. The right to receive a proportional share of future dividends/return of capital. 2. The right to share in the assets of the company upon its winding up (liquidation).
Step 3: Evaluate the options. Option (C) correctly identifies these two core financial rights that are directly impacted and extinguished proportionally by the reduction of share capital.
Step 4: Conclusion. The core financial rights related to the preference shareholder's investment are those extinguished.

> Quick Tip
>
> The proportional reduction of share capital is deemed an extinguishment of the shareholder's rights to capital and dividends proportionate to the reduction.

---

85. The Supreme Court emphasized that the expression "extinguishment of any right therein" is of wide import. What does this expression cover?

(A) Only transactions involving the sale or exchange of tangible capital assets.
(B) Only transactions resulting in the destruction, annihilation, or extinction of the entire capital asset.
(C) Every possible transaction that results in the destruction, annihilation, extinction, termination, cessation, or cancellation of all or any of the bundle of rights—qualitative or quantitative—that the assessee has in a capital asset.
(D) Only transactions where the face value of the shares is compulsorily reduced by a court order.

Correct Answer: (C) Every possible transaction that results in the destruction, annihilation, extinction, termination, cessation, or cancellation of all or any of the bundle of rights—qualitative or quantitative—that the assessee has in a capital asset.

Solution: Step 1: Analyze the phrase "extinguishment of any right therein." The inclusive definition of "transfer" under Section 2(47) ITA is intended to be exhaustive and cover all possible scenarios of asset cessation. The use of "any right" means that the extinguishment does not have to be of the entire asset.
Step 2: Refer to the Court's judicial amplification. The Supreme Court consciously used a series of broad and synonymous terms (destruction, annihilation, extinction, termination, cessation, cancellation) to confirm that the phrase has the widest possible meaning. Crucially, the extinguishment can be of all or any of the rights, covering both the qualitative (the nature of the right) and quantitative (the proportion of the asset) aspects of the bundle of rights.
Step 3: Evaluate the options. Option (C) accurately reflects the expansive judicial interpretation. Options (A), (B), and (D) are all restrictive and therefore incorrect.
Step 4: Conclusion. The expression covers every possible transaction that leads to the cancellation of any of the rights within the capital asset.

💡 Quick Tip

The breadth of this definition ensures that tax avoidance through non-traditional transfers (like compulsory surrender or restructuring) is minimized.

XVIII: During Bentham's lifetime, revolutions occurred in the American colonies and in France, producing the Bill of Rights and the Déclaration des Droits de l'Homme (Declaration of the Rights of Man), both of which were based on liberty, equality, and self-determination. Karl Marx and Friedrich Engels published The Communist Manifesto in 1848. Revolutionary movements broke out that year in France, Italy, Austria, Poland, and elsewhere. In addition, the Industrial Revolution transformed Great Britain and eventually the rest of Europe from an agrarian (farm-based) society into an industrial one, in which steam and coal increased manufacturing production dramatically, changing the nature of work, property ownership, and family. This period also included advances in chemistry, astronomy, navigation, human anatomy, and immunology, among other sciences. Given this historical context, it is understandable that Bentham used reason and science to explain human behaviour. His ethical system was an attempt to quantify happiness and the good so they would meet the conditions of the scientific method. Ethics had to be empirical, quantifiable, verifiable, and reproducible across time and space. Just as science was beginning to understand the workings of cause and effect in the body, so ethics would explain the causal relationships of the mind. Bentham rejected religious authority and wrote a rebuttal to the Declaration of Independence in which he railed against natural rights as "rhetorical nonsense, nonsense upon stilts." Instead, the fundamental unit of human action for him was utility—solid, certain, and factual. What is utility? Bentham's fundamental axiom, which underlies utilitarianism, was that all social morals and government legislation should aim for producing the greatest happiness for the greatest number of people. Utilitarianism, therefore, emphasizes the consequences or ultimate purpose of an act rather than the character of the actor, the actor's motivation, or the particular circumstances surrounding the act. It has these characteristics: (1) universality, because it applies to all acts of human behaviour, even those that appear to be done from altruistic motives; (2) objectivity, meaning it operates beyond individual thought, desire, and perspective; (3) rationality, because it is not based in metaphysics or theology; and (4) quantifiability in its reliance on utility. (353 words)
(Extracted from Michael Quinn, "Jeremy Bentham, 'The Psychology of Economic Man,' and Behavioural Economics," Oeconomia 6, no. 1 (2016): 3–32)

86. According to the text, what did Bentham consider the fundamental unit of human action, replacing concepts like natural rights?
(A) Liberty
(B) Self-determination
(C) Utility
(D) Happiness for the greatest number

Correct Answer: (C) Utility

Solution: Step 1: Identify Bentham's central concept. Jeremy Bentham rejected vague and abstract concepts like "natural rights" or "liberty" as the basis for law and morality, labeling them as "nonsense upon stilts."
Step 2: Define the replacement unit. Bentham established Utility—the property of any object or action to produce benefit, advantage, pleasure, good, or happiness, or to prevent mischief, pain, evil, or unhappiness—as the fundamental unit and measure of all human action and moral judgment.
Step 3: Conclusion. Utility is the fundamental unit of human action in Bentham's system.

> Quick Tip
>
> For Bentham, law and ethics must be built on observable, quantifiable consequences (utility) rather than abstract, unprovable rights.

---

87. Which of the following is identified as Bentham's fundamental axiom underlying utilitarianism?
(A) Ethics must be empirical, quantifiable, and reproducible.
(B) Utility must be used to reject religious authority.
(C) All social morals and government legislation should aim for producing the greatest happiness for the greatest number of people.
(D) The character of the actor is the most important aspect of an ethical act.

Correct Answer: (C) All social morals and government legislation should aim for producing the greatest happiness for the greatest number of people.

Solution: Step 1: Identify the "Greatest Happiness Principle." The core principle of utilitarianism, as formulated by Bentham, is the maximization of collective well-being. This is known as the Greatest Happiness Principle or the Principle of Utility.
Step 2: Relate the principle to social action. This axiom dictates that every action, law, or policy should be judged solely by its tendency to promote the aggregate happiness of the community.
Step 3: Conclusion. The fundamental axiom is that all social morals and government legislation should aim for producing the greatest happiness for the greatest number of people.

> Quick Tip
>
> This principle provides a single, clear, and universally applicable standard for evaluating morality and legislation.

---

88. Utilitarianism, as described in the text, emphasizes which aspect of an act over the others listed?

(A) The character of the actor
(B) The actor's motivation
(C) The particular circumstances surrounding the act
(D) The consequences or ultimate purpose of an act

Correct Answer: (D) The consequences or ultimate purpose of an act

Solution: Step 1: Define Utilitarianism's ethical nature. Utilitarianism is a consequentialist ethical theory. Consequentialism holds that the morality of an action is to be judged entirely by its outcomes or results.
Step 2: Contrast with non-consequentialist theories. Unlike deontological ethics (which focuses on duty and rules) or virtue ethics (which focuses on the actor's character), utilitarianism explicitly minimizes the importance of the actor's motivation or character. What matters is whether the act produces the greatest net utility.
Step 3: Conclusion. Utilitarianism emphasizes the consequences or ultimate purpose (utility) of an act above all other factors.

Quick Tip

The ethical value of an act is found in the future state it brings about, not in the past state (the actor's intention or character).

---

89. The characteristic of utilitarianism that operates beyond individual thought, desire, and perspective is called:
(A) Universality
(B) Quantifiability
(C) Rationality
(D) Objectivity

Correct Answer: (D) Objectivity

Solution: Step 1: Analyze the requirement. The concept must operate "beyond individual thought, desire, and perspective." This means it must be independent of the individual agent's subjective feelings or beliefs.
Step 2: Relate to Bentham's goal. Bentham sought to create a system of ethics and law that could be applied universally and consistently, similar to a science. This required a measure of morality that was objective—a value that exists independent of individual observers. The greatest happiness principle, calculated by summing up the pleasures and pains of all affected parties, aims for this objective standard.
Step 3: Conclusion. The characteristic that operates beyond individual subjective perspective is Objectivity.

Quick Tip

Objectivity allows the ethical judgment of an act to be a calculation, not a matter of subjective opinion.

90. Bentham's ethical system attempted to quantify happiness and the good to meet the conditions of the scientific method, which required ethics to be all of the following except:
(A) Empirical
(B) Verifiable
(C) Theological
(D) Quantifiable

Correct Answer: (C) Theological

Solution: Step 1: Identify the goals of Bentham's system. Bentham sought to make ethics scientific. The scientific method requires principles that are: Empirical: Based on observation and experience (pleasure/pain). Verifiable: Testable and confirmable by others. Quantifiable: Measurable (through the felicific calculus).
Step 2: Analyze "Theological." "Theological" relates to the study of God or religious beliefs. Bentham's utilitarianism was explicitly secular and aimed to replace theological and abstract natural law concepts with a practical, observable measure of pleasure and pain.
Step 3: Conclusion. Bentham's system required ethics to be empirical, verifiable, and quantifiable, but not theological.

> Quick Tip
>
> Bentham viewed religious or traditional moral systems as subjective and inconsistent, and sought to replace them with a rational, objective, and secular measure (utility).

XIX: "We hold these truths to be self-evident: that all men are created equal and are endowed by their Creator with certain inalienable rights". This statement, in spite of literal inaccuracy in its every phrase, served the purpose for which it was written. It expressed an aspiration, and it was a fighting slogan. In order that slogans may serve their purpose, it is necessary that they shall arouse strong, emotional belief, but it is not at all necessary that they shall be literally accurate. A large part of each human being's time on earth is spent in declaiming about his "rights," asserting their existence, complaining of their violation, describing them as present or future, vested or contingent, absolute or conditional, perfect or inchoate, alienable or inalienable, legal or equitable, in rem or in personam, primary or secondary, moral or jural (legal), inherent or acquired, natural or artificial, human or divine. No doubt still other adjectives are available. Each one expresses some idea, but not always the same idea even when used twice by one and the same person.
They all need definition in the interest of understanding and peace. In his table of correlatives, Hohfeld set "right" over against "duty" as its necessary correlative. This had been done numberless times by other men. He also carefully distinguished it from the concepts expressed in his table by the terms "privilege," "power," and "immunity."' To the present writer, the value of his work seems beyond question

and the practical convenience of his classification is convincing. However, the adoption of Hohfeld's classification and the correlating of the terms "right" and "duty" do not complete the work of classification and definition.
(Extracted from Arthur L Corbin, Rights and Duties, 33 Yale LJ 501(1923)

91. The author suggests that the statement "all men are created equal and are endowed by their Creator with certain inalienable rights" was effective primarily because:
(A) It accurately reflects the literal truth of human existence and legal principles.
(B) It provided a comprehensive legal definition of natural rights.
(C) Its emotional and aspirational content made it a successful "fighting slogan."
(D) It meticulously categorized rights using precise jural (legal) terminology.

Correct Answer: (C) Its emotional and aspirational content made it a successful "fighting slogan."

Solution: Step 1: Analyze the author's tone toward the statement. The author, Corbin, critiques the statement by noting its "literal inaccuracy in its every phrase." This shows he views it as technically imprecise, eliminating options that rely on legal or factual accuracy.
Step 2: Identify the source of its effectiveness. Corbin is making a distinction between legal precision and rhetorical power. The statement's success was not due to its analytical rigor but to its emotional and aspirational content, which made it a successful "fighting slogan" capable of inspiring political action.
Step 3: Conclusion. The statement's effectiveness was primarily rhetorical, serving as a successful fighting slogan.

> Quick Tip
>
> Corbin, an analytical jurist, contrasts the emotional power of a political slogan with the necessity of precise jural terminology in legal analysis.

---

92. Based on the passage, the primary problem the author identifies with the current discourse surrounding "rights" is the:
(A) Lack of a comprehensive list of all possible rights.
(B) Failure of historical documents to be literally accurate.
(C) Proliferation of undefined and inconsistently used qualifying adjectives.
(D) Over reliance on Hohfeld's narrow and incomplete classification system.

Correct Answer: (C) Proliferation of undefined and inconsistently used qualifying adjectives.

Solution: Step 1: Identify the author's specific complaint. The author is advocating for precise legal terminology, criticizing the chaotic state of legal discourse where the word "right" is obscured by a host of vague and overlapping qualifying adjectives (e.g., natural, inalienable, vested, perfect, imperfect). The inconsistency and lack of definition for these terms lead to confusion.

Step 2: Evaluate the alternatives. (A) and (B) are secondary issues. (D) is incorrect; Corbin supports Hohfeld's classification system as the solution, not the problem.
Step 3: Conclusion. The primary problem is the ambiguity caused by the proliferation of undefined and inconsistently used qualifying adjectives.

> Quick Tip
>
> Corbin's advocacy for Hohfeld is a call to replace these vague adjectives with the eight distinct, technical legal concepts (Right, Duty, Privilege, etc.).

---

93. The author's view of Hohfeld's contribution to legal scholarship can best be described as:
(A) Essential but ultimately incomplete in fully defining and classifying "rights."
(B) Flawed because it failed to distinguish "right" from "duty" effectively.
(C) Irrelevant, as his classification uses confusing and difficult jargon.
(D) Sufficiently exhaustive to complete the work of definition and classification.

Correct Answer: (A) Essential but ultimately incomplete in fully defining and classifying "rights."

Solution: Step 1: Determine the author's general stance on Hohfeld. Corbin, a key proponent of the Hohfeldian analysis, regarded it as a fundamentally necessary step to clarify legal thought, making it essential. This eliminates negative options like (B) and (C).
Step 2: Determine the completeness of the contribution. Corbin argued that while Hohfeld provided the eight basic jural relations (the analytical framework), the work of applying these concepts to the vast body of law and fully classifying every specific "right" was still ongoing. Thus, the framework was essential but not yet exhaustively applied.
Step 3: Conclusion. Hohfeld's contribution was essential for providing the analytical tools, but the work of definition and classification was not yet complete.

> Quick Tip
>
> Hohfeld created the 'periodic table' of legal elements; Corbin viewed the task as still combining these elements to form complex legal compounds.

---

94. The phrase "literal inaccuracy in its every phrase" is used by the author to critique the Declaration's statement, suggesting a conflict between its rhetorical power and its:
(A) Emotional resonance for revolutionaries.
(B) Utility as a means for legislative action.
(C) Precision as a statement of verifiable facts or legal principles.
(D) Acceptance by religious authority and the Creator.

Correct Answer: (C) Precision as a statement of verifiable facts or legal principles.

Solution: Step 1: Define "Literal Inaccuracy." "Literal inaccuracy" is a critique aimed at the statement's lack of factual or technical correctness. The author, writing from an analytical legal perspective, values clarity and technical exactness.
Step 2: Contrast the two values. The conflict is between the phrase's powerful emotional and aspirational nature (rhetoric) and its failure to serve as a precise, verifiable statement suitable for technical legal or factual discourse.
Step 3: Conclusion. The critique highlights the conflict between the phrase's rhetorical power and its precision as a statement of verifiable facts or legal principles.

Quick Tip

Analytical jurisprudence stresses that while rhetoric is useful for politics, only precise legal principles can form the basis of a rational legal system.

---

95. Which concept from Hohfeld's table of correlatives is not explicitly mentioned in the passage as a concept "right" was distinguished from?
(A) Duty
(B) Privilege
(C) Immunity
(D) Disability

Correct Answer: (D) Disability

Solution: Step 1: Recall Hohfeld's four basic legal relations (the four meanings of 'right'). Hohfeld argued that the ambiguous word "right" must be substituted by one of four concepts: 1. (Claim-) Right (Correlative: Duty) 2. Privilege (Correlative: No-Right) 3. Power (Correlative: Liability) 4. Immunity (Correlative: Disability)
Step 2: Check the concepts explicitly mentioned in the passage. The passage (or the common context of the article) emphasizes that "right" has been confused with, and must be distinguished from: Duty (A): The correlative of the narrowest meaning of right. Privilege (B): One of the four distinct fundamental concepts often confusingly called "right." Immunity (C): Another of the four distinct fundamental concepts often confusingly called "right."
Step 3: Identify the missing concept. The concept of Disability (the opposite of Power and correlative of Immunity) is part of the full scheme but is typically the least featured in the discussion of what "right" is confused with. The core confusion is among the four positive concepts (Right, Privilege, Power, Immunity) and Duty.
Step 4: Conclusion. Disability is the concept not explicitly mentioned in the context of the distinction of "right."

Quick Tip

Hohfeld's main purpose was to show that the generic word 'right' is actually used to denote four separate jural relations: Right, Privilege, Power, and Immunity.

XX: The International Law Commission (ILC), in compliance with General Assembly resolution 177 (II), was directed to "formulate the principles of international law recognized in the Charter of the Nuremberg Tribunal and in the judgment of the Tribunal". The ILC's task was to merely formulate the principles not to express an appreciation of them as principles of International law since they had already been affirmed by the General Assembly.
At its second session in 1950, the ILC adopted a formulation of seven Principles of International Law recognized in the Charter and Judgment of the Nuremberg Tribunal.
Principle I : Any person who commits an act which constitutes a crime under international law is responsible therefor and liable to punishment. This is based on the general rule that international law may impose duties directly on individuals.
Principle II : The fact that internal law does not impose a penalty for an international crime does not relieve the person who committed the act from international responsibility. This implies the "supremacy" of international law over national law.
Principle III : The fact that a person acted as Head of State or responsible Government official does not relieve him from responsibility under international law.
Principle IV : Acting pursuant to an order of his Government or of a superior does not relieve him from responsibility, provided a moral choice was in fact possible to him.
Principle V : Any person charged with a crime under international law has the right to a fair trial on the facts and law
Principle VI : sets out the crimes punishable under international law:
Crimes against peace : Includes planning, preparation, initiation, or waging of a war of aggression or a war in violation of international treaties, as well as participation in a conspiracy for these acts. The ILC understands the term "waging of a war of aggression" to refer only to high-ranking military personnel and high State officials. The Tribunal affirmed the illegality of aggressive war based on the Kellogg-Briand Pact.
War crimes : Violations of the laws or customs of war, such as murder, ill-treatment, deportation, killing of hostages, and plunder.
Crimes against humanity : Murder, extermination, enslavement, deportation, and other inhuman acts or persecutions on political, racial, or religious grounds, when done in execution of or in connection with a crime against peace or a war crime. These acts may constitute crimes against humanity even if committed by the perpetrator against their own population.
Principle VII : Complicity in the commission of any of the crimes listed in Principle VI is a crime under international law.
The ILC also considered the General Assembly's invitation to study the desirability and possibility of establishing an international judicial organ for the trial of persons charged with genocide or other crimes. While some members questioned its effectiveness, particularly for grave international crimes, others argued that the creation of such a jurisdiction was desirable as an effective contribution to world peace and security, serving as a deterrent against aggressors. (496 words)
(Summary of the Principles of International Law recognized in the Charter of the Nuremberg Tribunal and in the Judgment of the Tribunal, with commentaries 1950 based on the Text adopted by the International Law Commission at its second ses-

sion, in 1950)

96. The International Law Commission (ILC) concluded that its task, as directed by General Assembly resolution 177 (II), was primarily:
(A) To determine the extent to which the Nuremberg principles constituted principles of international law.
(B) To formulate the Nuremberg principles, without expressing an appreciation of their status as principles of international law.
(C) To assess whether the Charter and judgment were already an expression of positive international law at the time of the Tribunal's establishment.
(D) To formulate the general principles of law on which the provisions of the Charter and the Tribunal's decisions were based.

Correct Answer: (B) To formulate the Nuremberg principles, without expressing an appreciation of their status as principles of international law.

Solution: Step 1: Refer to the General Assembly Resolution. General Assembly resolution 177 (II) directed the ILC to "formulate the principles of international law recognized in the Charter of the Nuremberg Tribunal and in the judgment of the Tribunal."
Step 2: Analyze the ILC's interpretation of its mandate. The ILC commentary states that the Commission interpreted its task as strictly one of formulation. It was not asked to judge the validity of the principles or determine the extent to which they were already part of international law. Instead, it was to state clearly and systematically the principles that were recognized by the Charter and judgment.
Step 3: Conclusion. The ILC's primary task was to formulate the principles recognized by the Nuremberg Charter and judgment, leaving the appreciation of their status to the General Assembly.

Quick Tip

The ILC is typically tasked with codification and progressive development of international law. In this case, the mandate was limited to systematically stating existing principles recognized by a judicial body.

---

97. Principle IV of the Nuremberg Principles concerning superior orders, differs from Article 8 of the Charter of the Nuremberg Tribunal by:
(A) Narrowing the application of the principle to exclude high State officials.
(B) Adding the condition that "a moral choice was in fact possible" to the accused.
(C) Eliminating the reference to the order being considered in mitigation of punishment.
(D) Formulating the principle in general terms, unlike the Charter's specific context.

Correct Answer: (D) Formulating the principle in general terms, unlike the Charter's specific context.

Solution: Step 1: Compare Article 8 of the Charter and ILC Principle IV. Article 8 of the Charter: "The fact that the Defendant acted pursuant to order of his Government or of a superior shall not free him from responsibility, but may, in mitigation of punishment, if the Tribunal determines that justice so requires." (Emphasis added) ILC Principle IV: "The fact that a person acted pursuant to order of his Government or of a superior does not relieve him from responsibility under international law, provided a moral choice was in fact possible to him." (ILC Draft)

Step 2: Analyze the ILC's change and its reasoning. The key difference is not the addition of the "moral choice" condition (which the ILC included in its commentary and was implicitly used by the Tribunal), nor the removal of mitigation (the ILC commentary clarifies this is a matter for the court). The primary difference is the generalization of the principle.

The ILC formulated the principle (Principle IV) in a general and absolute manner, setting forth a universal rule of international criminal law. The Charter (Article 8) was framed in the context of the specific Tribunal and its jurisdiction.

Step 3: Conclusion. The ILC's role was formulation, which inherently involved abstracting the rule from the Tribunal's specific mandate to a general international legal principle.

Quick Tip

The ILC's formulation stripped the rule of its specific procedural context within the Nuremberg Charter to state a general principle of law: superior orders do not constitute a defence.

---

98. The Tribunal, in its judgment, was constrained from making a general declaration that the acts of persecution and murder committed in Germany before 1939 were "crimes against humanity" primarily because:

(A) Persecution on political, racial, or religious grounds was not yet recognized as an international crime.

(B) It could not be satisfactorily proved that these acts were committed in execution of, or in connection with, a crime within the Tribunal's jurisdiction.

(C) The definition of crimes against humanity in the Charter explicitly excluded acts committed before the outbreak of the war.

(D) International law at the time imposed duties only on States, not on individuals, for these types of crimes.

Correct Answer: (B) It could not be satisfactorily proved that these acts were committed in execution of, or in connection with, a crime within the Tribunal's jurisdiction.

Solution: Step 1: Refer to the Charter's jurisdictional limitation on Crimes Against Humanity. Article 6(c) of the Nuremberg Charter defined Crimes Against Humanity as acts "in execution of or in connection with any crime within the jurisdiction of the Tribunal." This meant Crimes Against Humanity had to be linked to the other two categories: Crimes against Peace or War Crimes.

Step 2: Apply the limitation to pre-1939 acts. The Tribunal held that acts committed before the start of the aggressive war (pre-1939) could not be satisfactorily linked to the waging of the aggressive war (Crime against Peace) or War Crimes. Therefore, they fell outside the Tribunal's jurisdiction, even though they were undoubtedly heinous persecutions and murders.

Step 3: Conclusion. The Tribunal was constrained by the Charter's requirement that Crimes Against Humanity must be committed in execution of, or in connection with, another jurisdictional crime (Crimes against Peace/War Crimes).

> Quick Tip
>
> This jurisdictional nexus requirement (connecting Crimes Against Humanity to the war effort) was a major limiting factor in the Nuremberg judgment. Later international criminal law removed this requirement.

---

99. In formulating Principle VI (a), the ILC clarified the term "waging of a war of aggression" because:
(A) The Charter of the Tribunal had no definition of "war of aggression".
(B) Members feared that every combatant in uniform might be charged with the crime.
(C) The Tribunal had not made a clear distinction between "planning" and "preparation".
(D) The General Assembly had requested a more precise definition for use in future conventions.

Correct Answer: (B) Members feared that every combatant in uniform might be charged with the crime.

Solution: Step 1: Identify the ambiguity in "waging of a war of aggression." The term "waging" could be broadly interpreted to include every individual soldier.
Step 2: Analyze the ILC's motivation for clarification. The commentary clarifies that the ILC members were concerned that a simple reading of "waging" might lead to the inclusion of all combatants. The ILC therefore specified that the crime is committed by those who are in a position of responsibility who actively initiate or execute a war of aggression, to exclude the ordinary soldier. This addressed the fear that every combatant might be charged.
Step 3: Conclusion. The clarification was made primarily to limit the scope of criminal responsibility for Crimes Against Peace to high-level officials and prevent charging every soldier.

> Quick Tip
>
> The distinction between the Crime against Peace and War Crimes is crucial: the former targets high-level policy makers (political leaders and military commanders); the latter targets individuals (at any rank) committing specific violations of the laws of armed conflict.

---

100. The debate within the International Law Commission regarding the creation of an international judicial organ (Part IV) centered on the following contrasting positions:
(A) Whether the judicial organ should be created only for the trial of persons charged with genocide versus all international crimes.
(B) Whether the creation of the organ required an amendment to the Charter of the United Nations versus being possible through a convention open to all States.

(C) Whether the establishment of the organ was desirable and possible versus being undesirable due to its likely ineffectiveness against grave international crimes.
(D) Whether an international criminal court should have a deterrent effect versus serving only to ensure the rule of law in the community of States.

Correct Answer: (C) Whether the establishment of the organ was desirable and possible versus being undesirable due to its likely ineffectiveness against grave international crimes.

Solution: Step 1: Identify the context of Part IV. Part IV of the ILC report dealt with the question of establishing a permanent International Criminal Court (ICC).
Step 2: Analyze the nature of the ILC debate. The debate centered on the fundamental policy question of whether creating such a permanent court was practically feasible and valuable. One viewpoint supported the idea as desirable and possible for enforcing international criminal law. The contrasting viewpoint argued that such a body would be ineffective against major international crimes, as politically powerful perpetrators would never submit to its jurisdiction, making its establishment undesirable.
Step 3: Conclusion. The core division was over the practical desirability and possibility of the court versus its perceived political vulnerability and likely ineffectiveness against grave international crimes.

Quick Tip

The debate reflected the tension between the legal ideal of universal justice and the political reality of State sovereignty and power, a tension that delayed the creation of the permanent ICC until the Rome Statute of 1998.

XXI: The document presents a critique of the United Nations (UN) organization, arguing that it has failed to carry out its charter-mandated tasks, specifically to "maintain international peace and security" and "to achieve international cooperation" in solving global problems. The author notes growing public frustration with catastrophic humanitarian situations and the failure of peace-keeping operations, leading to widespread scepticism about the possibility of "revitalization". UN Reform Approaches Discussions on UN reform are divided into two main categories: the conservative approach and the radical approach.
1. Conservative Approach: The conservative view considers the existing Charter "practically untouchable" and believes in improving "collective security" as defined in Chapter VII. Key positions include: US Position: Prioritizes its own interests, supports better management and the creation of an Inspector General, favours enlarging the Security Council (to include Germany and Japan, mainly for financing peace-keeping), and associates the UN with regional organizations like NATO for peace enforcement. The US remains reluctant to allow full application of Chapter VII and views collective security restrictively. Secretary-General's Position (Boutros Ghali): Advocated for the full implementation of 'collective security' as envisaged in 1945, including the use of the Military Staff Committee (Article 47) and the conclusion of special agreements (Article 43) for providing armed forces.

He also proposed 'peace enforcement units' under the command of the Secretary-General and wider use of 'preventive diplomacy'. The report candidly recognized the Security Council's incapacity to deal with threats from a major power.
2. Radical Approach: The radical approach criticizes the principles of the present system and proposes an overhaul. It reflects increasing doubts about the value of the Charter's collective security system, especially in intra-State conflicts. Radical proposals include:
Establishing an Economic Security Council.
Modifying the Charter with less reluctance.
Reforming the IMF and World Bank.
Developing a new global security system (e.g., regional models like CSCE/CSCM).
The creation of a consultative parliamentary assembly at the world level. Future Outlook : The author asserts that no major or minor reform has any chance of being implemented now, primarily because the Charter's amendment procedures (requiring a two-thirds majority including all five permanent Security Council members) preclude agreement. However, he concludes that the continuing deterioration of the global situation, driven by economic integration, rising inequality, and intra-State conflicts, will inevitably lead the political establishment to define a new global institutional structure. This future debate will become highly political, opposing the defence of democracy and human rights against nationalism and fascism. (408 words)
(Summary of the article titled "The UN as an organisation. A critique of its functioning" by Maurice Bertrand, published in 6 EJIL (1995) pp-349-359)

101. The author attributes the growing public frustration with the UN primarily to which pair of continuous failures?
(A) The inability to define a new institutional structure and the spread of poverty.
(B) The persistent reliance on Chapter VII enforcement and the lack of a Central World Bank.
(C) The failure of peace-keeping operations and the spread of unemployment at a world level.
(D) The supremacy of the US position and the rejection of the Economic Security Council.

Correct Answer: (C) The failure of peace-keeping operations and the spread of unemployment at a world level.

Solution: Step 1: Identify the context of the critique. The article, written in 1995, addresses the UN's performance in the early post-Cold War era, characterized by complex conflicts and economic globalization.
Step 2: Analyze the two continuous failures. Bertrand's critique emphasizes that the UN's inability to effectively manage the new conflicts led to highly visible failures in **peace-keeping operations** (e.g., in Bosnia, Somalia). Simultaneously, the UN was seen as failing to address the fundamental economic and social issues brought by globalization, symbolized by the worldwide **spread of unemployment**.
Step 3: Conclusion. The combination of visible security failures and persistent global economic distress fueled public frustration.

Quick Tip

The critique links the UN's credibility loss to both its core security mandate and its failure to address broader socio-economic issues arising from globalization.

---

102. A primary point of divergence between the US Conservative position and the Secretary-General's Conservative position on security matters, according to the summary is:
(A) The US supports the creation of 'peace enforcement units,' while the Secretary-General is opposed.
(B) The Secretary-General advocates for the full implementation of 'collective security', while the US restricts its participation in peace-keeping.
(C) The US views 'preventive diplomacy' as an illusion, whereas the Secretary-General supports its larger use.
(D) The US opposes the enlargement of the Security Council, while the Secretary-General supports the entrance of Japan and Germany.

Correct Answer: (C) The US views 'preventive diplomacy' as an illusion, whereas the Secretary-General supports its larger use.

Solution: Step 1: Define the two positions on security. The Secretary-General (Boutros Boutros-Ghali), particularly in his "An Agenda for Peace," strongly advocated for **preventive diplomacy** and peace-keeping measures to stop conflicts before they begin or escalate.
Step 2: Define the US Conservative view. The US Conservative position, skeptical of non-military interventions and cautious about open-ended commitments, tended to dismiss or express cynicism toward the utility and viability of the Secretary-General's ambitious plans for preventive diplomacy, often viewing it as ineffective or an "illusion."
Step 3: Conclusion. The major point of divergence was the value placed on preventive diplomacy.

Quick Tip

The debate reflected a conflict between the idealist view (prevention through diplomacy) and the realist view (intervention only when national interest is threatened or after a crisis has erupted).

---

103. According to the critique's conclusion, the immediate, insurmountable barrier preventing the implementation of any reform, major or minor, is:
(A) The widespread public scepticism and the rise of nationalist political parties.
(B) The Secretary-General's reluctance to give up command over new peace enforcement units.
(C) The procedural requirements for amending the Charter, specifically requiring the consensus of all five permanent Security Council members.
(D) The ideological debate on global governance and the lack of a complete theoretical framework for the radical approach.

Correct Answer: (C) The procedural requirements for amending the Charter, specifically requiring the consensus of all five permanent Security Council members.

Solution: Step 1: Analyze the nature of the UN Charter. The UN Charter is the foundational treaty of the organization. Any significant institutional reform requires its amendment.
Step 2: Refer to the amendment procedure. Article 108 of the UN Charter requires that amendments must be adopted by a vote of two-thirds of the members of the General Assembly and ratified in accordance with the respective constitutional processes by two-thirds of the members of the United Nations, including all the permanent members of the Security Council (P5).
Step 3: Identify the insurmountable barrier. The need for unanimous consent from the P5 (China, France, Russia, UK, US) acts as an "insurmountable barrier," making even minor reforms impossible if any one of the five objects, regardless of how popular the reform is elsewhere.
Step 4: Conclusion. The P5 veto power over Charter amendments is the ultimate barrier to reform.

Quick Tip

The veto power, enshrined in the Charter, is the most profound limitation on the UN's capacity for change and action.

---

104. The Secretary-General's 'Agenda for Peace' proposed a specific military capability intended to address the gap between traditional peace-keeping and full military action. This proposed unit was explicitly characterized by the summary as being:
(A) Composed of permanent Member State forces under Article 43 agreements.
(B) Less heavily armed than peace-keeping forces and under the direction of the Military Staff Committee.
(C) More heavily armed than peace-keeping forces and under the command of the Secretary-General.
(D) Primarily associated with NATO under a regional security arrangement.

Correct Answer: (C) More heavily armed than peace-keeping forces and under the command of the Secretary-General.

Solution: Step 1: Define the gap addressed by the 'Agenda for Peace'. The Secretary-General sought a mechanism for "peace enforcement" that was more robust than traditional, lightly armed peacekeeping forces but less than full-scale Chapter VII military operations (which require Security Council consensus).
Step 2: Describe the proposed units. The proposed units—often referred to as 'peace enforcement units' or 'vanguard forces'—were intended to be **more heavily armed** than typical peacekeepers. Critically, the Secretary-General proposed that these units should be **placed under his command** for swift deployment, bypassing the often-slow Security Council negotiation process.

Step 3: Conclusion. The proposed units were characterized as being more heavily armed than peace-keeping forces and under the command of the Secretary-General.

Quick Tip

This proposal was highly controversial as it would have given the Secretary-General independent military authority, traditionally reserved for the Security Council.

---

105. The Radical Approach to reform, as outlined in the summary, calls for an institutional overhaul of global economic governance by suggesting which two specific actions related to the Bretton Woods institutions?
(A) The full use of Article 42 and the reduction of social inequality.
(B) The creation of an Economic Security Council and the replacement of the IMF with a Central World Bank.
(C) The implementation of international taxation and the institutionalization of G7 summit meetings.
(D) The transfer of significant resources from rich to poor countries and the reform of the World Bank's structure.

Correct Answer: (B) The creation of an Economic Security Council and the replacement of the IMF with a Central World Bank.

Solution: Step 1: Define the Radical Approach. The Radical Approach critiques the current, decentralized structure of global economic governance, particularly the perceived dominance of the Bretton Woods institutions (IMF and World Bank).
Step 2: Identify the proposed institutional overhaul. The proposed overhaul involves: 1. **Creation of a UN Economic Security Council (ESC):** To centralize and coordinate global economic decision-making under the UN framework, mirroring the authority of the Security Council in security matters. 2. **Replacement of the IMF (with a Central World Bank):** A more drastic proposal suggesting the replacement of the International Monetary Fund with a new global financial institution (Central World Bank) to better manage global liquidity and development financing, free from the political pressures currently dominating the IMF.
Step 3: Conclusion. The radical approach specifically targets the creation of an ESC and the replacement of the IMF with a Central World Bank.

Quick Tip

This approach seeks to re-assert the UN's authority over global economic policy, a domain traditionally ceded to the IMF and the World Bank.

XXII: "The power to pardon is a part of the constitutional scheme, and we have no doubt, in our mind, that it should be so treated also in the Indian Republic. It has been reposed by the people through the Constitution in the Head of the State, and enjoys high status. It is a constitutional responsibility of great significance, to

be exercised when occasion arises in accordance with the discretion contemplated by the context. It is not denied, and indeed it has been repeatedly affirmed in the course of argument by learned counsels appearing for the Petitioner that the power to pardon rests on the advice tendered by the Executive to the President, who subject to the provisions of Article 74(1) of the Constitution, must act in accordance with such advice. . . . . . " We are of the view that it is open to the President in the exercise of the power vested in him by Article 72 of the Constitution to scrutinise the evidence on the record of the criminal case and come to a different conclusion from that recorded by the court in regard to the guilt of, and sentence imposed on the accused. In doing so, the President does not amend or modify or supersede the judicial record. The judicial record remains intact, and undisturbed. The President acts in a wholly different plane from that in which the Court acted. He acts under a constitutional power, the nature of which is entirely different from the judicial power and cannot be regarded as an extension of it. This is so, notwithstanding that the practical effect of the Presidential act is to remove the stigma of guilt from the accused or to remit the sentence imposed on him. It is apparent that the power under Article 72 entitles the President to examine the record of evidence of the criminal case and to determine for himself whether the case is one deserving the grant of the relief falling within that power. We are of opinion that the President is entitled to go into the merits of the case notwithstanding that it has been judicially concluded by the consideration given to it by this Court. In Kehar Singh v. Union of India, 1989 SC, this court stated that the same obviously means that the affected party need not be given the reasons. The question whether reasons can or cannot be disclosed to the Court when the same is challenged was not the subject-matter of consideration. In any event, the absence of any obligation to convey the reasons does not mean that there should not be legitimate or relevant reasons for passing the order.
tract from the judgment of Shatrughan Chauhan v. Union of India2014 (3) SCC 1

106. Which one of the following statements is correct with respect to the granting of pardon by the President?
(A) The power to grant pardon is a constitutional duty. Hence, judicial review is available, just as any executive action is.
(B) Granting pardon being the privilege of the President, no judicial review is available against the decision of the President in granting or refusing to grant a pardon.
(C) The constitution expressly conferred the power to grant to the President hence, the President is not bound to rely on the aid and advice of the executive.
(D) The President's power to grant pardon can be reviewed on the grounds of non-application of mind.

Correct Answer: (D) The President's power to grant pardon can be reviewed on the grounds of non-application of mind.

Solution: Step 1: Analyze the nature of the power. The power of pardon under Article 72 is an executive function, exercised by the President on the aid and advice of the Council of Ministers (as established in Maru Ram v. Union of India). This eliminates option (C).

Step 2: Analyze the scope of Judicial Review. The landmark cases of Kehar Singh v. Union of India (1989) and Epuru Sudhakar v. Govt. of AP (2006) established that the power, while discretionary, is not immune from judicial review. It can be reviewed on limited grounds, such as: 1. Non-application of mind. 2. Decision being arbitrary, mala fide, or irrelevant. 3. Taking into account extraneous or irrelevant considerations. 4. Failure to take into account relevant materials.
Step 3: Evaluate the options. Options (A) and (B) are too broad or incorrect. Option (D) correctly states one of the primary and established grounds for judicial review of the President's/Governor's pardoning power.
Step 4: Conclusion. The power can be judicially reviewed on the ground of non-application of mind.

> Quick Tip
>
> While the Court cannot substitute its opinion for that of the executive in the merits of the pardon, it can ensure procedural fairness and legality (application of mind).

---

107. In the above case the Supreme Court held that a minimum period of _____ days be stipulated between the receipt of communication of the rejection of the mercy petition and the scheduled date of execution.
(A) 60
(B) 30
(C) 14
(D) No such timeline was fixed

Correct Answer: (C) 14

Solution: Step 1: Identify the relevant judicial development. The question refers to a procedural safeguard established by the Supreme Court to protect the condemned prisoner's right to life under Article 21, specifically concerning the period between the rejection of the mercy petition and the execution.
Step 2: Refer to the Shatrughan Chauhan judgment. While the question refers to R.K. Jain v. Union of India, the minimum mandatory period was conclusively established in the Shatrughan Chauhan v. Union of India (2014) judgment (and reiterated in later cases). The Court mandated a minimum period of 14 days between the communication of the rejection of the mercy petition and the scheduled date of execution. This period is crucial for the condemned prisoner to seek legal recourse or meet family members.
Step 3: Conclusion. The stipulated minimum period is 14 days.

> Quick Tip
>
> This 14-day period is a fundamental procedural safeguard under Article 21, ensuring the prisoner has time to prepare, seek judicial review, and receive emotional support.

---

108. What is not true about the pardoning power *vis a vis* Article 21 of Constitution of India?
(A) Insanity is not a relevant supervening factor for commutation of death sentence.
(B) Right to life of a person continues till his last breath and that Court will protect that right even if the noose is being tied on the condemned person's neck.
(C) The anguish of alternating hope and despair, the agony of uncertainty and the consequence of such suffering on the mental, emotional and physical integrity and health violates Art. 21 of the prisoners.
(D) Article 21 is a substantive right and not merely procedural.

Correct Answer: (A) Insanity is not a relevant supervening factor for commutation of death sentence.

Solution: Step 1: Analyze the relationship between Article 21 and execution delays. The Supreme Court has repeatedly held that unnecessary and prolonged delay in the execution of a death sentence, especially when coupled with the agony of alternating hope and despair (Triveniben v. State of Gujarat), constitutes mental torture and violates Article 21. This affirms statements (B), (C), and (D).
Step 2: Analyze the relevance of Insanity. Supervening factors that occur after the death sentence is pronounced, such as insanity or severe physical disability, are indeed relevant grounds for commutation of the death sentence to life imprisonment. To hold that insanity is not a relevant factor would violate Article 21.
Step 3: Conclusion. Statement (A) is not true. Insanity (supervening mental illness) is a highly relevant factor that warrants commutation under Article 21 jurisprudence (Shatrughan Chauhan).

Quick Tip

Supervening factors like delay, insanity, and solitary confinement after the death sentence are all recognized grounds for commutation based on the violation of the condemned prisoner's right to life and dignity under Article 21.

---

109. In which case, the Supreme Court held that if the crime is brutal and heinous and involves the killing of a large number of innocent people without any reason, delay cannot be the sole factor for the commutation of the death sentence to life imprisonment?
(A) Devender Pal Singh Bhullar v. State (NCT) of Delhi.
(B) V. Sriharan @ Murugan v. Union of India
(C) Yakub Abdul Razak Memon v. State of Maharashtra
(D) Shatrughan Chauhan v. Union of India

Correct Answer: (A) Devender Pal Singh Bhullar v. State (NCT) of Delhi.

Solution: Step 1: Recall the judicial shift in commutation based on delay. The general rule established in cases like Shatrughan Chauhan and Triveniben is that excessive delay in deciding a mercy petition is a ground for commutation.

Step 2: Identify the exception/limitation. The case of Devender Pal Singh Bhullar v. State (NCT) of Delhi (2013) presented an exception to this rule. The Supreme Court initially held in this case that the nature and gravity of the crime (terrorist act causing mass casualties) may be so extreme that delay alone cannot be the sole ground for commutation. However, this ruling was subsequently overruled by a larger bench in Shatrughan Chauhan (2014), which affirmed that undue delay is a sufficient ground regardless of the crime's nature.
Step 3: Note the context of the question. Since the question asks for the case where the Court held that delay cannot be the sole factor due to the brutality of the crime, it refers to the specific (though later overruled) finding in the Devender Pal Singh Bhullar judgment.
Step 4: Conclusion. The specific observation cited in the question was made in the Devender Pal Singh Bhullar case.

Quick Tip

The Shatrughan Chauhan case (2014) is now the prevailing law, stating that excessive delay in execution, caused by the state, is a violation of Article 21 and is a sufficient ground for commutation regardless of the crime.

---

110. The President's power to grant a pardon
(A) Can be delegated to the Prime Minister and his Council of Ministers
(B) Cannot be delegated as it is an essential executive function
(C) Cannot be delegated as it is expressly conferred on the President
(D) Can be delegated to the Vice-president.

Correct Answer: (C) Cannot be delegated as it is expressly conferred on the President

Solution: Step 1: Refer to the constitutional source of the power. The power to grant a pardon is conferred directly and expressly on the President by Article 72 of the Constitution of India. Similarly, the Governor is expressly conferred the power under Article 161.
Step 2: Analyze the nature of an expressly conferred power. When a specific power is explicitly assigned to a constitutional functionary (the President in this case) by the text of the Constitution, it is considered a non-delegable function. The President exercises this power on the aid and advice of the Council of Ministers (as per Article 74), but the act of granting the pardon remains the President's constitutional prerogative and duty.
Step 3: Evaluate the options. Options (A) and (D) are incorrect as delegation to other individuals/bodies is not permitted. Option (B) is partially correct but (C) provides the more precise legal reason: the power is specifically textually conferred on the President.
Step 4: Conclusion. The President's power to grant a pardon cannot be delegated because it is expressly conferred upon the President by Article 72.

Quick Tip

The distinction is important: the decision is made by the Council of Ministers (Article 74), but the power to issue the pardon is non-delegable and resides with the President (Article 72).

XXIII: To recall, the petitioners while challenging the 1951 and 1965 amendments to the AMU Act in Azeez Basha argued that the amendments were violative of the right to administration guaranteed by Article 30(1). The Union of India responded to the argument with the submission that the Muslim minority cannot claim the right to administration since it did not 'establish' the institution. Opposing this argument, the petitioners in Azeez Basha, submitted that Article 30(1) guarantees the 'right to administer' an educational institution to minorities even if it was not established by them, if by "some process, it had been administering the same before the Constitution came into force." The argument of the petitioners was rejected. This Court held that the words "establish" and "administer" must be read conjunctively, that is, the guarantee of the right to administration is contingent on the establishment of the institution by religious or linguistic minorities... The issue before this Bench is the indicia for an educational institution to be a minority educational institution. Should it be proved that the institution was established by the minority, or it was administered by the minority, or both? The petitioners and the respondents agree that the words 'establish' and 'administer' must be read conjunctively. They argue that administration is a sequitur to establishment. However, they disagree on the test to be applied to identify a minority education institution. The petitioners argue that the only indicia for a minority educational institution is that it must be established by a minority, while the respondents argue that the dual test of establishment and administration must be satisfied.
(Extracted with edits and revisions from Aligarh Muslim University v. Naresh Agarwal Ors, 2024 SC 8)

111. Which of the following Supreme Court judgments does not deal with minority educational institution for the purpose of Article 30(1) of the Constitution of India?
(A) TMA Pai Foundation v. State of Karnataka (2002) 8 SCC 481
(B) S Azeez Basha v. Union of India AIR 1968 SC 662
(C) Rev. Stanislaus v. State of Madhya Pradesh 1977 SCR (2) 611
(D) Central Board of Dawoodi Bohra Community v. State of Maharashtra (2005) 2 SCC 673

Correct Answer: (C) Rev. Stanislaus v. State of Madhya Pradesh 1977 SCR (2) 611

Solution: Step 1: Analyze the subject matter of each case. (A) TMA Pai Foundation (2002): This is the eleven-judge bench decision that comprehensively laid down the principles governing the rights of all religious and linguistic minorities to establish and administer educational institutions under Article 30(1). (B) S. Azeez Basha (1968): This case specifically dealt with the minority character of Aligarh Muslim University (AMU) and whether it was 'established' by a minority, a direct Article 30(1) issue. (Overruled by the 2024 AMU judgment). (C) Rev. Stanislaus (1977): This judgment dealt with the validity of anti-conversion laws in Madhya Pradesh and Orissa, specifically regarding the guarantee of freedom of conscience and the right to practice and propagate religion under Article 25 of the Constitution. It does not deal with the rights of minority educational institutions under Article 30(1). (D) Central Board of Dawoodi Bohra Community (2005): This case dealt with the religious practices and management rights of the Dawoodi Bohra community, touching upon the rights of religious denominations to manage their own affairs under Article 26, often related to educational

aspects.
Step 2: Conclusion. Rev. Stanislaus v. State of Madhya Pradesh is the only case listed that primarily focuses on Article 25 (Freedom of Religion) and not Article 30 (Minority Educational Institutions).

> Quick Tip
>
> Article 25 protects the individual right to religion, including conversion/propagation, while Article 30 protects the group right of minorities to establish and administer educational institutions.

---

112. In determining the status of a minority educational institution, Article 30 of the Constitution of India is of significance. Which of the following statements regarding Article 30 is correct?
I. Article 30 prescribes conditions which must be fulfilled for an educational institution to be considered a minority educational institution.
II. Article 30 confers two group rights on all linguistic and religious minorities: the right to establish an educational institution and the right to administer an educational institution.
Select the most appropriate option :

(A) Only I is correct
(B) Only II is correct
(C) Both I and II are correct
(D) Both I and II are incorrect

Correct Answer: (B) Only II is correct

Solution: Step 1: Analyze Statement I. Statement I claims Article 30 prescribes conditions that must be fulfilled for an institution to be considered a minority educational institution (MEI). This is incorrect. Article 30(1) merely states: "All minorities, whether based on religion or language, shall have the right to establish and administer educational institutions of their choice." The conditions (like numerical minority, institutional establishment, etc.) are derived from judicial interpretation, not expressly prescribed within the text of Article 30 itself.
Step 2: Analyze Statement II. Statement II states that Article 30 confers two group rights: the right to establish and the right to administer educational institutions, on all linguistic and religious minorities. This is correct, as it directly reflects the dual nature of the right conferred by the express language of Article 30(1).
Step 3: Conclusion. Only Statement II is a correct description of the nature of the right conferred by Article 30.

> Quick Tip
>
> The right is conjunctive: the institution must be 'established' by the minority to claim the right to 'administer' it.

113. Which core principle from the 1968 judgment in S. Azeez Basha v. Union of India was overruled by the Supreme Court in the 2024 judgment, Aligarh Muslim University v. Naresh Agarwal Ors.?
(A) That Article 30 protection is not available to 'Universities' established before the commencement of the Constitution.
(B) That the words "establish and administer" in Article 30(1) must be read conjunctively.
(C) That an educational institution is not established by a minority if it derives its legal character and incorporation through a statute.
(D) That legislative amendments to the AMU Act violated Articles 14, 19, 25, 29, and 31 of the Constitution.

Correct Answer: (C) That an educational institution is not established by a minority if it derives its legal character and incorporation through a statute.

Solution: Step 1: Recall the finding in S. Azeez Basha (1968). In Azeez Basha, the Supreme Court held that Aligarh Muslim University (AMU) was established by a Central Act (Aligarh Muslim University Act, 1920), not by the Muslim community. The Court reasoned that because the Muslim community did not give the institution its legal existence or character (which was done by the statute), the institution was not 'established' by them and thus lost the protection of Article 30(1).
Step 2: Identify the core principle that was overruled in AMU v. Naresh Agarwal (2024). The 2024 judgment, referring to the TMA Pai Foundation case, explicitly overturned the principle that statutory incorporation necessarily negates minority establishment. The 2024 Court held that the initial establishment by the minority community is the key fact, and the subsequent parliamentary incorporation to make it a 'University' does not strip it of its minority character.
Step 3: Conclusion. The core principle overruled was that statutory incorporation (deriving legal character through a statute) negates establishment by a minority.

Quick Tip

The 2024 ruling affirmed that 'establishment' relates to the origin of the institution, while 'administration' relates to its management; subsequent legislation (like a university act) does not nullify the original establishment fact.

---

114. The court in this case justified application of Article 30(1) to educational institutions established by religious and linguistic minorities before commencement of Constitution through a co-joint reading of Article 30, with Articles 13 and 372. In doing so it observed that 'Article 13(1) has a retroactive effect and not a retrospective effect.' Which of the following statement best captures the difference between the two effects?
(A) A provision is retrospective if it alters the position of law before its enactment/commencement, it is retroactive if it imposes new results for previous actions
(B) A retroactive effect applies only prospectively, whereas retrospective effect alters past rights

and liabilities
(C) A provision is retrospective if it applies to past and closed transactions, whereas provision is retroactive if it applies only to future cases
(D) A retrospective provision alters both substantive and procedural rights in the past, while a retroactive provision affects only substantive law

Correct Answer: (A) A provision is retrospective if it alters the position of law before its enactment/commencement, it is retroactive if it imposes new results for previous actions

Solution: Step 1: Define Retrospective effect. A retrospective law looks back and operates on a state of facts existing before its enactment, altering those past facts or transactions. It changes the law as it stood in the past.
Step 2: Define Retroactive effect. A retroactive (or retroactivity) law operates forward, applying new legal consequences to an event or transaction that occurred before the law's enactment. It does not change the fact of the past event, but it attaches a new legal result to that past event from the date the law comes into force.
Step 3: Apply to Article 13(1). The Court held Article 13(1) (which voids laws inconsistent with fundamental rights) to be retroactive. It means that laws existing before the Constitution (pre-constitutional laws) became void only from the date of the Constitution's commencement (26 Jan 1950) if they conflicted with fundamental rights. It did not make them void ab initio (from the very beginning), which would be retrospective.
Step 4: Evaluate the options. Option (A) captures this nuanced legal distinction. Retrospective means altering the past legal position, while retroactive means applying new legal consequences to previous actions going forward.
Step 5: Conclusion. Option (A) is the best description of the difference between the two effects.

Quick Tip

The distinction is crucial for constitutional law: pre-constitutional laws were not voided retrospectively (protecting past actions taken under them), but were voided retroactively from the date of the Constitution's commencement.

---

115. The court observed that a holistic and realistic view should be taken keeping in mind the objective and purpose of the provision. From the judgements referred to by it, which of the following inferences can be drawn:
I. Existence of religious place for prayer and worship is a necessary indicator of minority character
II. Existence of religious symbols in the precincts of the educational institution are necessary to prove minority character
Select the most appropriate option:

(A) Only I is correct
(B) Only II is correct
(C) Both I and II are correct
(D) Both I and II are incorrect

Correct Answer: (D) Both I and II are incorrect

Solution: Step 1: Analyze the requirement for proving minority character. The Court, particularly in TMA Pai Foundation, emphasized that the purpose of Article 30(1) is to allow minorities to conserve their distinct religious/linguistic culture. However, the Court also held that secular education is a key part of education and that the curriculum of an MEI does not need to be exclusively or primarily religious.
Step 2: Evaluate Statement I (Religious Place). The existence of a religious place or religious instruction is often cited as evidence of the minority's intent to establish the institution, but the Supreme Court has made it clear that a holistic and realistic view must be taken. The sole or necessary indicator of a minority character is not the existence of a religious place. The mere fact of establishment by a minority, and the intent to conserve their culture (which may include secular education), is sufficient. Making it a "necessary" indicator is too restrictive.
Step 3: Evaluate Statement II (Religious Symbols). Similarly, while the presence of religious symbols or nomenclature is often supportive evidence, the Court has not made it a necessary condition. The test is the fact of establishment by the minority and their right to administer it to fulfill their educational/cultural objectives, which may or may not involve overt religious symbols. The focus is on the establishment and administration, not on the internal symbolic environment.
Step 4: Conclusion. Neither the existence of a religious place nor religious symbols are considered necessary indicators or sine qua non for proving minority character under the holistic view adopted by the Court. Both statements are incorrect as necessary conditions.

> Quick Tip
>
> The law requires the establishment by a minority and the intent to conserve their culture, not compulsory religious instruction or symbols. Education can be entirely secular, provided the administration is controlled by the minority.

XXIV: Ahmadi, J.(as he then was) speaking for himself and Punchhi, J., endorsed the recommendations in the following words-The time is ripe for taking stock of the working of the various Tribunals set up in the country after the insertion of Articles 323A and 323B in the Constitution. After the incorporation of these two articles, Acts have been enacted where-under tribunals have been constituted for dispensation of justice. Sufficient time has passed and experience gained in these last few years for taking stock of the situation with a view to finding out if they have served the purpose and objectives for which they were constituted. Complaints have been heard in regard to the functioning of other tribunals as well and it is time that a body like the Law Commission of India has a comprehensive look-in with a view to suggesting measures for their improved functioning. That body can also suggest changes in the different statutes and evolve a model on the basis whereof tribunals may be constituted or reconstituted with a view to ensuring greater independence. An intensive and extensive study needs to be undertaken by the Law Commission in regard to the Constitution of tribunals under various statutes with a view to ensuring their independence so that the public confidence

in such tribunals may increase and the quality of their performance may improve. Before parting with the case it is necessary to express our anguish over the ineffectiveness of the alternative mechanism devised for judicial review. The judicial review and remedy are the fundamental rights of the citizens. The dispensation of justice by the tribunal is much to be desired.
(Extracted with Edits from R.K. Jain v. Union of India, 1993 (4) SCC 119)

116. In which of the following case the Court held that though judicial review is a basic feature of the Constitution, the vesting of the power of judicial review in an alternative institutional mechanism, after taking it away from the High Courts, would not violate the basic structure so long as it was ensured that the alternative mechanism was an effective and real substitute for the High Court.
(A) L. Chandra Kumar v. Union Of India And Others 1997
(B) R.K. Jain v. Union of India : 1993
(C) S.P. Sampath Kumar v. Union of India : (1985)
(D) Kesvananda Bharti v. State of Kerala. 1973

Correct Answer: (C) S.P. Sampath Kumar v. Union of India : (1985)

Solution: Step 1: Identify the context of the issue. The issue relates to the constitutional validity of the Administrative Tribunals Act, 1985, and the associated Articles 323A and 323B, which sought to exclude the jurisdiction of High Courts in service matters.
Step 2: Trace the relevant Supreme Court ruling. The judgment in S.P. Sampath Kumar v. Union of India (1985) was the first major ruling on the constitutional validity of the Act. The Court, relying on the 'Basic Structure Doctrine' (Kesavananda Bharati), held that while judicial review is a basic feature, vesting the High Court's jurisdiction in an alternative forum (the Tribunal) would not violate the basic structure, provided the Tribunal was a "real and effective substitute" for the High Court.
Step 3: Note the subsequent development. The subsequent and more comprehensive judgment of L. Chandra Kumar v. Union of India (1997) partially overruled Sampath Kumar by holding that the power of judicial review of the High Courts (under Articles 226/227) over the decisions of the Tribunals is part of the basic structure and cannot be excluded. The power of judicial review remains with the High Courts (and Supreme Court), though they exercise it only after the Tribunal has rendered its decision.
Step 4: Conclusion. The specific finding cited in the question (accepting the alternative mechanism as a real substitute) was made in the S.P. Sampath Kumar case.

Quick Tip

Sampath Kumar upheld the Tribunals as a substitute for High Courts' original jurisdiction; L. Chandra Kumar restored High Courts' appellate judicial review power over Tribunals.

---

117. The provisions of the Administrative Tribunals Act, 1985 shall NOT apply to-

(A) Any member of the naval, military or air forces or of any other armed forces of the Union
(B) Officer or servant of the Supreme Court or of any High Court or Courts subordinate
(C) Person appointed to the secretarial staff of either House of Parliament or to the secretarial staff of any State Legislature or a House thereof or, in the case of a Union Territory having a Legislature, of that Legislature.
(D) Officers of the Indian Police Services.

Correct Answer: (D) Officers of the Indian Police Services.

Solution: Step 1: Refer to Section 2 of the Administrative Tribunals Act, 1985. Section 2 of the Act explicitly lists the classes of persons to whom the Act does not apply (the exclusions).
Step 2: Analyze the excluded categories. The excluded categories under Section 2 include: Members of the naval, military, or air forces, or any other armed forces of the Union (Option A). Officers or servants of the Supreme Court, any High Court, or Courts subordinate thereto (Option B). Persons appointed to the secretarial staff of either House of Parliament, State Legislatures, etc. (Option C).
Step 3: Analyze the included categories. Officers of the Indian Police Services (IPS) are part of the All India Services and are considered 'persons appointed to public services and posts in connection with the affairs of the Union' and are subject to the jurisdiction of the Central Administrative Tribunal (CAT).
Step 4: Conclusion. The Act applies to officers of the Indian Police Services, meaning they are not exempted by the Act.

Quick Tip

The exclusions are generally designed to respect the jurisdictional autonomy of the Judiciary, Legislature, and the Armed Forces (which have their own dedicated tribunal, the Armed Forces Tribunal).

---

118. The first tribunal established in India is:
(A) Central Administrative Tribunal
(B) Railway Claims Tribunal
(C) Armed Forces Tribunal
(D) Income tax Appellate Tribunal

Correct Answer: (D) Income tax Appellate Tribunal

Solution: Step 1: Define 'Tribunal' in the Indian context. In India, the term 'Tribunal' refers broadly to any quasi-judicial body created by statute, often to adjudicate specific specialized disputes.
Step 2: Trace the establishment dates of the options. Income Tax Appellate Tribunal (ITAT): Established under the Income Tax Act, 1941, dating back to 1941. It is often cited as the oldest specialized tribunal. Central Administrative Tribunal (CAT): Established in 1985 under the Administrative Tribunals Act, 1985. Railway Claims Tribunal (RCT): Established in

1987 under the Railway Claims Tribunal Act, 1987. Armed Forces Tribunal (AFT): Established in 2007 under the Armed Forces Tribunal Act, 2007.
Step 3: Conclusion. The Income Tax Appellate Tribunal (ITAT), established in 1941, is the oldest among the options and is widely considered the first specialized tribunal of its kind in India.

Quick Tip

ITAT (1941) predates the constitutional amendments (Articles 323A/323B in 1976) and is one of India's earliest successful experiments with specialized dispute resolution.

---

119. Article 323A and 323B of the Indian Constitution for the establishment of tribunal to adjudicate disputes in specific matters. While both articles deal with tribunals, there are key differences in their scope and application. Which of the following statements correctly reflect the distinction between Article 323A and 323B?

(A) Article 323A exclusively deals with administrative tribunals for public service matters, while Article 323B deals with the tribunals for a wider range of subjects including taxation and land reforms.
(B) While tribunals under Article 323A can be established only by Parliament, tribunals under Article 323B can only be established by State legislature, with matters falling within their legislative competence.
(C) Under Article 323A, only one tribunal for centre and no tribunal for state may be established. As far as Article 323B is concerned, there is no hierarchy of tribunals.
(D) Article 323A grant tribunals the power to hear appeals directly from the Supreme Court, by passing the high court. Under Article 323B there is no such power.

Correct Answer: (A) Article 323A exclusively deals with administrative tribunals for public service matters, while Article 323B deals with the tribunals for a wider range of subjects including taxation and land reforms.

Solution: Step 1: Analyze the scope of Article 323A. Article 323A deals exclusively with disputes relating to recruitment and conditions of service of persons appointed to public services of the Union, States, or local authorities. These are Administrative Tribunals (CAT/SATs).
Step 2: Analyze the scope of Article 323B. Article 323B provides for the establishment of tribunals for other matters listed under its sub-clauses, which includes a wide range of subjects such as taxation, foreign exchange, industrial and labour disputes, land reforms, election to Parliament/State Legislatures, etc.
Step 3: Evaluate the options based on scope and legislative power. Option (A): Correctly identifies the exclusive, narrow scope of 323A (service matters) and the wider, multi-topic scope of 323B. Option (B): Incorrect. Tribunals under 323B can be established by both Parliament (for Union subjects) and State Legislatures (for State subjects). Option (C): Incorrect. Article 323A permits establishment of a Central Tribunal (CAT) and State Tribunals (SATs). Option (D): Incorrect. Tribunals under both articles are subject to judicial review by the High Courts (under L. Chandra Kumar) and the Supreme Court.

Step 4: Conclusion. The key distinction is the scope of jurisdiction. Article 323A is specialized and limited to service matters, while Article 323B is general, covering many specific non-service areas.

> Quick Tip
>
> Article 323A (A for Administration/Service) is narrow and exclusive. Article 323B (B for Broad/Bifurcated) is broad and covers numerous specific fields.

---

120. The creation of Administrative Tribunals to ease the burden of service related cases, on the High Courts and the amendment of the constitution to add articles 323A and 323B were based on the recommendation of :

(A) Parliamentary Standing Committee
(B) National Tribunals Commission
(C) Swaran Singh Committee
(D) Law commission of India's 272nd Report

Correct Answer: (C) Swaran Singh Committee

Solution: Step 1: Identify the period of the constitutional amendment. Articles 323A and 323B were added to the Constitution by the 42nd Amendment Act of 1976.
Step 2: Trace the source of the 42nd Amendment. The 42nd Amendment, often called the 'Mini-Constitution,' was based largely on the recommendations of the Swaran Singh Committee, which was appointed in 1976 to recommend amendments to the Constitution. The Committee's recommendations included measures to reduce the burden on courts, leading directly to the inclusion of the Tribunal provisions (Articles 323A and 323B).
Step 3: Conclusion. The constitutional amendments leading to the establishment of tribunals were based on the recommendation of the Swaran Singh Committee.

> Quick Tip
>
> The Swaran Singh Committee is significant for its role in recommending various changes introduced by the 42nd Amendment, including the Fundamental Duties and the Tribunal provisions.
