Skillshort

Self-Study Preparation Pack

CS EXECUTIVE

Paper 1: Jurisprudence, Interpretation and General Laws (JIGL)

Mock Test 1 – Full Paper with Model Answers

ICSI Syllabus 2022 pattern: 100 marks · 3 hours (+15 minutes' reading) · 6 questions, all compulsory · internal choice in Q4/Q4A and Q6/Q6A · Original Skillshort questions · Laws as amended up to 31 May 2026

Time: 3 hours | Max marks: 100 | Answer ALL questions | Model answers follow the paper

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This subject pack has 6 parts

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Prepared by Skillshort for self-study. Original explanations and questions; not an official ICSI publication. Items marked VERIFY should be checked against the latest official material.

Question Paper

Answer ALL questions. References to BNS, BNSS and BSA are to the Bharatiya Nyaya Sanhita, Bharatiya Nagarik Suraksha Sanhita and Bharatiya Sakshya Adhiniyam, 2023.

Q1 (a) Read the passage and answer the questions with reasons. *An agreement becomes a contract only when the parties are competent, their consent is free, the consideration and object are lawful and the agreement is not expressly declared void. The Indian Contract Act, 1872 treats some agreements as void in all circumstances, and a few others as enforceable even without consideration.*

(i) Rohan, aged 17, borrowed ₹2 lakh from Kapoor by mortgaging his house. Kapoor sues for repayment. Decide. **(2 marks)**

(ii) Sneha, a minor, was supplied school uniforms and books worth ₹15,000 by Alok. Can Alok recover the price, and from whom? **(2 marks)**

(iii) Vijay sold his bakery with its goodwill to Imran and agreed not to open a bakery within 3 km of the shop for 5 years. Is the restraint valid? **(2 marks)**

(iv) Arun lost a bet on a cricket match. Bhola lent Arun money to pay the winner. Can Bhola recover the loan? **(2 marks)**

(v) Out of natural love and affection, Meera promised in a registered writing to pay her brother ₹1 lakh. Is the promise enforceable? **(2 marks)**

Q1 (b) Prime Traders Pvt. Ltd. issued a cheque of ₹10 lakh to Shivam Steel for goods supplied. The cheque was returned with the remark "funds insufficient". Shivam Steel's account is with a bank branch in Nagpur; Prime Traders banks in Mumbai.

(i) State the conditions that must be satisfied before Shivam Steel can file a complaint under section 138, and where the complaint can be filed. **(3 marks)**

(ii) Which officers of Prime Traders can be prosecuted? Is an independent director liable? **(3 marks)**

(iii) Can the court order interim compensation during the trial? **(2 marks)**

(iv) Prime Traders argues that the cheque was only a "security cheque". Is this a valid defence? **(2 marks)**

Q2 (a) A municipal licensing officer refuses to renew Rakesh's trade licence without giving reasons, although Rakesh meets every condition in the rules. Advise Rakesh on the writ available and the court to approach. **(5 marks)**

(b) Explain Dicey's concept of the rule of law and how it is reflected in the Constitution of India. **(5 marks)**

(c) An Act imposes a penalty on "any person who sells adulterated food". A trader argues that he only stored the food for sale and never sold it. Using the mischief rule, decide. **(5 marks)**

Q3 (a) Amit sued Bina for possession of a shop and lost on merits. He now files a fresh suit against Bina for the same shop, describing his claim as one for "declaration of title". Can the second suit proceed? **(5 marks)**

(b) Distinguish theft and extortion under the BNS with an illustration of each. **(5 marks)**

(c) Under the RTI Act, 2005, explain the time limits for supplying information, including information that concerns the life or liberty of a person and information relating to a third party. **(5 marks)**

Q4 (a) A contract between Delta Ltd. and Omega Ltd. contains an arbitration clause. Delta Ltd. files a civil suit for damages. Omega Ltd. applies to the court to refer the parties to arbitration before filing its first statement on the substance of the dispute. Decide. **(5 marks)**

(b) Explain pre-litigation mediation and the status of a mediated settlement agreement under the Mediation Act, 2023. **(5 marks)**

(c) State the obligations of a data fiduciary under the Digital Personal Data Protection Act, 2023 and the penalty for failure to take reasonable security safeguards. **(5 marks)**

OR Q4A (i) Distinguish admission and confession under the BSA. **(5 marks)**

(ii) Explain the liability of the State for torts committed by its servants with reference to leading cases. **(5 marks)**

(iii) Explain the doctrine of colourable legislation. **(5 marks)**

Q5 (a) Sameer used Rita's Aadhaar-linked password and electronic signature to file a loan application in her name. What offences has he committed under the Information Technology Act, 2000? **(5 marks)**

(b) A debt became due on 1 April 2022. The debtor signed a letter on 15 February 2025 admitting the debt. The creditor sues on 10 March 2026. Is the suit within time? Would your answer differ if the "admission" was only the resolution professional's acceptance of the claim in an insolvency process? **(5 marks)**

(c) How is an electronic record proved in court under the BSA? **(5 marks)**

Q6 (a) Kiran agreed to let her hall for a wedding on 10 December. A fire destroyed the hall on 8 December without anyone's fault. The customer sues for breach. Decide. **(5 marks)**

(b) Raju, a trader, delivered goods to Mohan's shop by mistake. Mohan used the goods. Must he pay? **(5 marks)**

(c) Explain "account payee" crossing and its effect. **(5 marks)**

(d) Parliament is not in session. Can the President make law on a Union List subject? How long can such law remain in force? **(5 marks)**

OR Q6A (i) Explain pre-institution mediation under section 12A of the Commercial Courts Act, 2015. **(5 marks)**

(ii) State the essential elements of a promissory note. **(5 marks)**

(iii) Distinguish strict liability and absolute liability. **(5 marks)**

(iv) Explain the procedure for summary suits under Order XXXVII CPC. **(5 marks)**

Model Answers

SOLUTION Q1 (a)

(i) A minor's agreement is **void ab initio** (s.11; *Mohori Bibee v. Dharmodas Ghose*, 1903). Kapoor cannot recover the loan or enforce the mortgage, and the minor cannot be asked to refund under s.65, because there was never a contract.

(ii) Under **s.68** a person who supplies **necessaries** suited to a minor's condition in life may be reimbursed **from the minor's property**. School uniforms and books are necessaries, so Alok can recover ₹15,000 from Sneha's property, not from her personally.

(iii) Restraints of trade are void (**s.27**), but the exception for a **sale of goodwill** allows a buyer to restrain the seller from carrying on a similar business **within specified local limits**, provided the restraint is reasonable. A 3 km, 5-year restraint is reasonable → **valid**.

(iv) Wagers are void (**s.30**), but they are not illegal. A **collateral** transaction such as a loan to pay off a wager is enforceable (*Gherulal Parakh v. Mahadeodas*, 1959). **Bhola can recover**.

(v) s.25(1) – a promise made in writing and **registered**, out of natural love and affection between parties in a **near relation**, is enforceable without consideration. **Enforceable**.

SOLUTION Q1 (b)

(i) s.138 conditions: the cheque was drawn to discharge a legally enforceable debt; it was presented within its validity (3 months); it was returned unpaid for insufficiency of funds; the payee gave **written notice within 30 days** of learning of the dishonour; and the drawer failed to pay **within 15 days** of receiving notice. The complaint must be filed **within one month** after the cause of action (s.142(1)(b)). Under **s.142(2)**, a cheque delivered for collection is triable where the payee's bank branch is located – the **Nagpur** court.

(ii) Under **s.141**, every person who was **in charge of and responsible for** the conduct of the business when the offence was committed, and the company itself, are liable. Directors, managers or officers are also liable if the offence was committed with their consent or connivance, or through their neglect. An **independent or non-executive director** is not liable unless specific averments show his role (*Pooja Ravinder Devidasani v. State of Maharashtra*, 2014). Nominated directors of Government bodies are excluded by the proviso.

(iii) Yes – **s.143A**: the court may order the drawer to pay **interim compensation of up to 20%** of the cheque amount, within **60 days** (extendable by 30 days). It is refunded with interest if the drawer is acquitted.

(iv) No. A security cheque that is presented once the debt has become due attracts s.138 if a legally enforceable debt existed on the date of presentation (*Sampelly Satyanarayana Rao v. IREDA*, 2016). The presumption under **s.139** lies against the drawer.

SOLUTION Q2 (a) Writ of mandamus

Mandamus commands a public authority to perform a **public legal duty** it has failed to perform. Rakesh has a legal right to renewal once he satisfies the rules; arbitrary refusal without reasons also violates **Art. 14** and **Art. 19(1)(g)**. He may petition the **High Court under Art. 226** (or the Supreme Court under Art. 32, since a fundamental right is involved). Conditions: a legal right of the petitioner, a corresponding public duty, a demand and refusal, and no equally effective alternative remedy (an appeal under the rules, if any, should normally be tried first). **Advice:** file a writ of mandamus directing the authority to decide the renewal according to law.

SOLUTION Q2 (b) Rule of law

Dicey's three meanings: (1) **supremacy of law** – no one is punished except for a breach of law established before ordinary courts; no arbitrary power; (2) **equality before law** – everyone, including officials, is subject to the ordinary law and courts; (3) rights flow from **judicial decisions** (the constitution is the result of ordinary law).

In India: the Constitution is supreme (Art. 13, 245); **Art. 14** guarantees equality before law and equal protection; **Art. 21** requires a fair, just and reasonable procedure (*Maneka Gandhi*, 1978); **judicial review** under Arts. 32 and 226; the rule of law is part of the **basic structure** (*Kesavananda Bharati*, 1973; *Indira Nehru Gandhi v. Raj Narain*, 1975). The third meaning does not apply because rights in India come from a written Constitution.

SOLUTION Q2 (c) Mischief rule

Under **Heydon's case** (1584) the court asks: what was the law before the Act, what was the mischief it did not cover, what remedy Parliament provided, and what the true reason for the remedy is – and then interprets the words to **suppress the mischief and advance the remedy**. The mischief is the sale of adulterated food to the public. Storing it **for sale** is a step in the same mischief, and courts have read "sells" to include exposing or keeping goods for sale where the purpose is protection of public health (cf. *Smith v. Hughes*, 1960, on "soliciting"). **The trader is liable**, unless the Act's own definitions exclude storage.

SOLUTION Q3 (a) Res judicata

s.11 CPC bars a court from trying a suit in which the matter **directly and substantially in issue** was directly and substantially in issue in a former suit between the **same parties**, litigating under the **same title**, decided **finally** by a competent court. **Explanation IV** (constructive res judicata) also bars any ground that **might and ought** to have been raised earlier. Title to the shop was the basis of the possession suit and was decided on merits, so relabelling the claim does not avoid the bar → **the second suit is barred**.

SOLUTION Q3 (b) Theft and extortion

Basis	Theft – BNS s.303 [IPC 378, 379]	Extortion – BNS s.308 [IPC 383, 384]
Nature	Dishonest taking of **movable** property out of possession **without consent**	Inducing a person, by putting him in **fear of injury**, to **deliver** property or a valuable security
Consent	Absent	Present, but obtained by fear
Property	Movable only	Movable, immovable or a valuable security
Delivery	Offender moves the property	Victim delivers it

Illustrations: A takes Z's phone from his desk without consent – theft. A threatens to publish defamatory material unless Z pays ₹50,000 and Z pays – extortion.

SOLUTION Q3 (c) RTI time limits

- **s.7(1)**: information to be given, or the request rejected with reasons, **within 30 days** of receipt.
- Information concerning the **life or liberty** of a person – **within 48 hours**.
- Application received through an **Assistant PIO** – add **5 days**.
- **Third-party information (s.11)** – the PIO gives notice to the third party **within 5 days**; the third party may object **within 10 days**; the decision is to be taken **within 40 days** of receipt of the request.
- Failure to decide in time is a **deemed refusal** (s.7(2)); information is then free of cost (s.7(6)).

SOLUTION Q4 (a) Reference to arbitration

Under **s.8 of the Arbitration and Conciliation Act, 1996**, a judicial authority before which an action is brought in a matter covered by an arbitration agreement **shall refer** the parties to arbitration if a party applies **not later than the date of submitting its first statement on the substance** of the dispute, with the original agreement or a certified copy. The court refuses only if it finds that **prima facie no valid arbitration agreement exists**. Omega Ltd. applied in time → **the court must refer the dispute to arbitration**. Arbitration may continue even while the application is pending (s.8(3)).

SOLUTION Q4 (b) Mediation Act, 2023

- **Pre-litigation mediation (s.5)**: parties may voluntarily attempt mediation before filing a suit or proceeding (in commercial matters it is compulsory under s.12A, Commercial Courts Act).
- **Time limit (s.18)**: complete within **120 days** from the first appearance before the mediator, extendable by up to **60 days** by consent.
- **Mediated settlement agreement (s.19–27)**: written, signed and authenticated by the mediator; it is **final and binding** and is **enforceable like a judgment or decree of a court** (s.27).
- **Challenge (s.28)**: only on limited grounds – fraud, corruption, impersonation or a dispute not fit for mediation – **within 90 days** of receipt.
- Registration with an Authority is optional; matters unsuitable for mediation are listed in the First Schedule.

SOLUTION Q4 (c) DPDP Act duties and penalty

Data fiduciary obligations (s.8): ensure completeness and accuracy of data used for decisions; implement **reasonable security safeguards** to prevent a breach; **intimate the Data Protection Board and each affected data principal** of a breach; erase data when the purpose is served or consent is withdrawn; publish contact details of a grievance officer; have an effective grievance redressal mechanism; process data only for a lawful purpose with **consent** or a legitimate use (ss.4–7); give notice (s.5); verifiable parental consent for children (s.9). Significant data fiduciaries also appoint a **DPO** in India, an independent auditor and carry out DPIAs (s.10).

Penalty (Schedule): failure to take reasonable security safeguards – **up to ₹250 crore**; failure to notify a breach – up to ₹200 crore VERIFY.

SOLUTION Q4A (i) Admission and confession

An **admission** (BSA s.15 [IEA s.17]) is a statement, oral, documentary or electronic, suggesting an inference about a fact in issue or relevant fact, made by a party or certain connected persons; it applies in civil and criminal cases. A **confession** is an admission by an accused that he committed the offence; it applies only in criminal cases. A confession to a **police officer** is not provable (BSA s.23 [IEA 25]) and one in police custody only if made before a Magistrate; a confession caused by inducement, threat or promise is irrelevant (BSA s.22 [IEA 24]). An admission is not conclusive proof but may operate as estoppel; a voluntary confession can be the basis of conviction.

SOLUTION Q4A (ii) Tortious liability of the State

Art. 300 – the Union and States may sue and be sued like the corresponding Governments before 1950. Earlier cases separated **sovereign functions** (no liability – *Kasturilal v. State of U.P.*, 1965) from **non-sovereign functions** (liability – *State of Rajasthan v. Vidyawati*, 1962, a Government jeep). Later cases narrowed sovereign immunity: *N. Nagendra Rao v. State of A.P.* (1994) held the State liable for negligence of its officers in statutory functions; and for violations of fundamental rights, courts award **compensation under public law** (*Rudul Sah*, 1983; *Nilabati Behera*, 1993), where sovereign immunity is no defence.

SOLUTION Q4A (iii) Colourable legislation

"What cannot be done directly cannot be done indirectly." When a legislature lacking competence on a subject passes a law that **in form** falls within its powers but **in substance** deals with a forbidden subject, the law is void as colourable (*K.C. Gajapati Narayan Deo v. State of Orissa*, 1953). The doctrine concerns **competence**, not motive – if the legislature has power, the motive is irrelevant. Courts examine the **pith and substance** and the true effect of the law (*State of Bihar v. Kameshwar Singh*, 1952).

SOLUTION Q5 (a) Identity theft

- **s.66C** – fraudulently or dishonestly using another person's **electronic signature, password or unique identification feature** → imprisonment up to **3 years** and fine up to **₹1 lakh**.
- **s.66D** – **cheating by personation** using a computer resource → up to 3 years and fine up to ₹1 lakh.
- **s.43 / s.66** – if he accessed her computer or account without permission and dishonestly – compensation under s.43 and punishment under s.66.
- He is also liable for cheating by personation and forgery under the BNS (ss.319, 336), and Rita may claim damages.

SOLUTION Q5 (b) Acknowledgment

The limitation for a suit on a debt is **3 years** from when it becomes due – it would expire on **1 April 2025**. Under **s.18** a written acknowledgment **signed** by the debtor **before expiry** starts a fresh period from its date. The letter of 15 February 2025 is within time, so a fresh 3-year period runs to **15 February 2028** → the suit filed on 10 March 2026 is **within time**.

If the only "admission" was the **resolution professional's acceptance of the claim**, it is an administrative act, **not an acknowledgment** under s.18 (*Shankar Khandelwal v. Omkara ARC*, SC, 2026) → no fresh period, and the suit would be **time-barred**.

SOLUTION Q5 (c) Proof of electronic records

- Electronic records are **documents** (BSA s.2(1)(d)) and are **primary evidence** when produced from proper custody (s.57).
- **s.62–63 BSA [IEA 65A, 65B]**: a computer output is admissible if the conditions are met – the computer was regularly used, information was regularly fed in, it was operating properly – and a **certificate** in the Schedule format is signed by the person in charge **and an expert**.
- The certificate is **mandatory** for secondary electronic evidence (*Arjun Panditrao Khotkar*, 2020).
- Electronic signatures are proved under ss.39, 41 and 85 BSA; the court may presume the integrity of secure electronic records.

SOLUTION Q6 (a) Frustration

Under **s.56** a contract to do an act that becomes **impossible** after it is made, by an event the promisor could not prevent, becomes **void**. Destruction of the subject matter is a classic case (*Taylor v. Caldwell*, 1863). Kiran is **not liable** for damages; she must **return any advance** received (s.65).

SOLUTION Q6 (b) Quasi-contract – s.70

A person who lawfully does something for another, **not intending to act gratuitously**, and the other **enjoys the benefit**, must compensate the first or restore the thing (s.70). Raju delivered by mistake but not as a gift; Mohan used the goods → **Mohan must pay their value** (*State of W.B. v. B.K. Mondal*, 1962). Had Mohan not used them, he could simply return them.

SOLUTION Q6 (c) Account payee crossing

Crossing (ss.123–131 NI Act) directs the banker to pay **only through a banker**. The words **"account payee only"** are a direction to the **collecting banker** to credit the proceeds **only to the payee's account**. The cheque remains negotiable in law, but a collecting banker who credits another account is **negligent** and loses protection under **s.131**. RBI requires banks to credit "account payee" cheques only to the payee's account. It reduces the risk of fraud by transferees.

SOLUTION Q6 (d) Ordinance

Under **Art. 123** the President may promulgate an **ordinance** when **either House is not in session** and he is satisfied that circumstances require immediate action; it has the same force as an Act, but only on subjects on which **Parliament** can legislate (the Union List qualifies). It must be laid before both Houses and **ceases six weeks after Parliament reassembles** (maximum about 6 months and 6 weeks), unless disapproved earlier. Re-promulgation without placing the ordinance before the legislature is a **fraud on the Constitution** (*Krishna Kumar Singh v. State of Bihar*, 2017). The satisfaction is open to judicial review on limited grounds.

SOLUTION Q6A (i) Section 12A, Commercial Courts Act

A commercial suit that does **not seek urgent interim relief** cannot be instituted unless the plaintiff first exhausts **pre-institution mediation** under rules made by the Central Government. Mediation by the authority (the Legal Services Authority) is to be completed within **3 months**, extendable by **2 months** with consent; this period is excluded for limitation. A settlement has the status of an **arbitral award on agreed terms**. The requirement is **mandatory** – a suit filed without it is rejected under Order VII Rule 11 (*Patil Automation v. Rakheja Engineers*, 2022, prospectively from 20 August 2022).

SOLUTION Q6A (ii) Promissory note

s.4 NI Act: an instrument in **writing** (not a bank note or currency note), containing an **unconditional undertaking**, **signed by the maker**, to **pay a certain sum of money** only, **to, or to the order of, a certain person** or to the bearer. Elements: writing; express promise (a mere acknowledgment of debt is not enough); unconditional; signed; certain maker and payee; certain sum; payment in money only; stamped as required. A note payable to bearer is prohibited except by RBI or the Central Government (RBI Act s.31).

SOLUTION Q6A (iii) Strict and absolute liability

Basis	Strict liability (*Rylands v. Fletcher*, 1868)	Absolute liability (*M.C. Mehta v. Union of India*, 1987)
Applies to	Non-natural use of land; escape of a dangerous thing	Enterprises engaged in **hazardous or inherently dangerous** activity
Escape	Required	Not required (harm is enough)
Exceptions	Act of God, plaintiff's default, consent, act of a stranger, statutory authority	**No exceptions**
Damages	Compensatory	Can be exemplary, related to the enterprise's size and capacity

SOLUTION **Q6A (iv) Summary suits – Order XXXVII**

- Available in specified courts for suits on **bills of exchange, hundis, promissory notes**, written contracts for a liquidated sum, enactments, guarantees and certain commercial claims.
- The plaint states that no relief outside the Order is claimed; the summons requires the defendant to **enter appearance within 10 days**.
- After appearance the plaintiff serves a **summons for judgment**; the defendant must seek **leave to defend within 10 days**, showing a substantial defence or triable issue.
- If leave is refused, or not sought, the plaintiff is **entitled to judgment at once**; leave may be conditional (deposit) when the defence is doubtful (*IDBI Trusteeship v. Hubtown*, 2016).