Skillshort

Self-Study Preparation Pack

CS EXECUTIVE

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

Mock Test 2 – 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

Contents

Question Paper 2

Model Answers 4

This subject pack has 6 parts

1 Chapter-wise notes

2 Important topics & weightage

3 Past papers: trends & links

4 Mock tests + solutions

5 Chapter practice questions

6 Last-week plan & strategy

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. *Writs are the constitutional remedies through which the Supreme Court and the High Courts enforce rights. Dr. Ambedkar called Article 32 "the very soul of the Constitution". The reach of each writ depends on the nature of the authority and the wrong complained of.*

(i) Can Parliament take away the right to move the Supreme Court under Article 32 by ordinary law? **(2 marks)**

(ii) A private trust college receiving no State aid refused to pay its teachers' arrears fixed by the University. Can a writ of mandamus be issued against it? **(2 marks)**

(iii) Ravi was detained by the police for four days without being produced before a Magistrate. Which writ is appropriate? **(2 marks)**

(iv) A person who does not meet the statutory qualifications is appointed chairman of a State commission. Which writ can a citizen seek? **(2 marks)**

(v) Distinguish certiorari and prohibition. **(2 marks)**

Q1 (b) Answer with reasons under the Indian Contract Act, 1872:

(i) Kamal threatened to shoot Lata's son unless she sold her car to him at half its price. She agreed. What is the status of the contract? **(3 marks)**

(ii) An elderly patient gifted her house to her doctor during treatment. Her heirs challenge the transfer. Who bears the burden of proof? **(3 marks)**

(iii) Distinguish fraud and misrepresentation in two points. **(2 marks)**

(iv) A and B agreed on the sale of a ship believed to be at sea. In fact it had sunk the day before, which neither knew. Is the agreement valid? **(2 marks)**

Q2 (a) Distinguish ratio decidendi and obiter dicta. Which is binding? **(5 marks)**

(b) Explain the literal rule and the golden rule of interpretation with one case each. **(5 marks)**

(c) "Natural justice is not an unruly horse." State the situations in which the principles of natural justice may be excluded. **(5 marks)**

Q3 (a) A bank holds a fixed deposit that two persons each claim as heirs of the deceased depositor. The bank has no interest in the money. What remedy does the CPC give the bank? **(5 marks)**

(b) Distinguish criminal breach of trust and dishonest misappropriation of property under the BNS. **(5 marks)**

(c) Explain the role of a Certifying Authority and an Electronic Signature Certificate under the IT Act, 2000. **(5 marks)**

Q4 (a) State the grounds on which an arbitral award may be set aside under section 34 of the Arbitration and Conciliation Act, 1996, and the time limit for the application. **(5 marks)**

(b) A Singapore-seated award is to be enforced in India against an Indian company. On what grounds can enforcement be refused? **(5 marks)**

(c) A PIO refused information without reasons and did not decide the request for 70 days. Explain the appeal remedies and the penalty under the RTI Act. **(5 marks)**

OR Q4A (i) What conditions must a custom satisfy to be valid as a source of law? **(5 marks)**

(ii) Explain the doctrine of pith and substance. **(5 marks)**

(iii) Distinguish regular bail and anticipatory bail under the BNSS. **(5 marks)**

Q5 (a) An appeal was filed 40 days late because the appellant's counsel had been hospitalised. Can the delay be condoned? **(5 marks)**

(b) Distinguish libel and slander and state the defences to an action for defamation. **(5 marks)**

(c) Explain "burden of proof" and "onus of proof" under the BSA. **(5 marks)**

Q6 (a) Mohit agreed to pay Ritu ₹5 lakh if her ship returned by 31 March. The ship sank on 10 March. Explain the nature of the contract and Ritu's rights. **(5 marks)**

(b) Who is a holder in due course? State any four privileges. **(5 marks)**

(c) On 1 June, a singer engaged for 15 August informs the organiser that she will not perform. What are the organiser's options? **(5 marks)**

(d) Explain the relationship between Fundamental Rights and Directive Principles of State Policy. **(5 marks)**

OR Q6A (i) State the requirements of Article 299 for contracts made by the Government. **(5 marks)**

(ii) Explain summary trials under the BNSS. **(5 marks)**

(iii) Explain the effect of repeal under section 6 of the General Clauses Act, 1897. **(5 marks)**

(iv) Distinguish a contract of indemnity and a contract of guarantee. **(5 marks)**

Model Answers

SOLUTION Q1 (a)

(i) No. **Art. 32** is itself a **fundamental right** (Art. 32(4) – it cannot be suspended except as the Constitution provides, e.g. during an emergency under Art. 359). Judicial review under Arts. 32 and 226 is part of the **basic structure** (*L. Chandra Kumar*, 1997).

(ii) Yes. Mandamus can be issued against a **private body performing a public duty**; imparting education is a public function and the obligation to pay the University-fixed salary is a public duty (*Andi Mukta Sadguru S.M.V.S.J.M.S. Trust v. V.R. Rudani*, 1989).

(iii) Habeas corpus – to produce the detained person and test the legality of the detention. Detention beyond **24 hours** without production before a Magistrate violates **Art. 22(2)**; Ravi must be released.

(iv) Quo warranto – asks "by what authority" a person holds a **public office** created by statute or the Constitution. Any member of the public may apply; the office is ousted if he lacks the qualifications.

(v) Both lie against judicial or quasi-judicial bodies for excess or lack of jurisdiction. **Prohibition** is issued **while proceedings are pending**, to stop them; **certiorari** is issued **after** a decision, to quash it.

SOLUTION Q1 (b)

(i) Threatening to commit an act forbidden by the BNS to force agreement is **coercion** (s.15). Consent is not free and the contract is **voidable at Lata's option** (s.19); if she rescinds, she returns any benefit received (s.64).

(ii) A doctor and patient stand in a **fiduciary relationship**; the doctor is in a position to dominate the patient's will (s.16(2)). Where such a transaction appears **unconscionable**, the **burden of proving** the absence of undue influence lies on the **doctor** (s.16(3)). The gift is voidable (s.19A).

(iii) Fraud (s.17) is deliberate – the person knows the statement is false or makes it recklessly, intending to deceive; **misrepresentation** (s.18) is an innocent false statement believed true. Fraud gives a right to rescind **and claim damages**; misrepresentation gives rescission only (plus restitution).

(iv) Both parties were under a **mistake of fact essential to the agreement** – the existence of the subject matter (s.20). The agreement is **void** (*Couturier v. Hastie*, 1856).

SOLUTION Q2 (a) Ratio and obiter

Ratio decidendi is the principle of law on which a decision is based – the reason for deciding, applied to the material facts. It is **binding** on lower courts (and on benches of equal or smaller strength in the same court); Art. 141 makes the law declared by the Supreme Court binding on all courts. **Obiter dicta** are observations "said by the way" not necessary for the decision – hypothetical points, wider remarks; they have **persuasive** value only (though Supreme Court obiter is generally followed by lower courts). Locating the ratio: Wambaugh's inversion test or Goodhart's material facts test.

SOLUTION Q2 (b) Literal and golden rules

Literal rule – words are given their plain, ordinary and grammatical meaning, even if the result is harsh, where the language is clear (*Whiteley v. Chappell*, 1868 – impersonating "a person entitled to vote" did not cover a dead voter). In India: *State of H.P. v. Pawan Kumar* (2005).

Golden rule – a modification of the literal rule: where a literal reading leads to **absurdity, inconsistency or repugnancy**, the court may modify the words to the extent necessary (*Lee v. Knapp*, 1967 – "stop after an accident" means stop for a reasonable time; *Re Sigsworth*, 1935 – a murderer cannot inherit from his victim).

SOLUTION Q2 (c) Exclusion of natural justice

The rules (*nemo judex in causa sua* and *audi alteram partem*) are flexible and may be excluded or limited where: (1) a **statute** expressly or by necessary implication excludes them (subject to Art. 14); (2) **urgency or emergency** requires immediate action – a post-decisional hearing may then suffice (*Maneka Gandhi*, 1978); (3) **confidentiality** or public interest – national security; (4) **legislative** acts and policy decisions; (5) **academic evaluation**; (6) the **doctrine of necessity** – a biased authority may decide if no other can; (7) **useless formality** – where the facts are admitted and only one conclusion is possible; (8) interim, preventive action such as suspension pending inquiry.

SOLUTION Q3 (a) Interpleader suit

s.88 and Order XXXV CPC: where two or more persons claim adversely to one another the same debt, sum of money or property from a person who claims **no interest** in it other than charges or costs, and who is **ready to pay or deliver** it to the rightful claimant, that person may file an **interpleader suit**. Conditions: the claimants claim adversely; the plaintiff has no interest; no suit is pending in which the rights can be decided. The bank deposits the money in court, may be discharged with costs, and the court decides between the claimants.

SOLUTION Q3 (b) CBT and dishonest misappropriation

Basis	Criminal breach of trust – BNS s.316 [IPC 405, 406]	Dishonest misappropriation – BNS s.314 [IPC 403]
Possession	Property is **entrusted** to the accused	Property comes into possession by **any means** (e.g. found)
Relationship	Fiduciary – trust exists	No contractual or fiduciary relationship
Act	Dishonest misappropriation, conversion, use or disposal in breach of trust	Dishonestly misappropriating or converting to own use
Punishment	Higher; aggravated forms for carriers, clerks, bankers, public servants (s.316(3)–(5))	Lower

SOLUTION Q3 (c) Certifying Authorities

A **Certifying Authority** (CA) is licensed by the **Controller of Certifying Authorities** (s.24) to issue **Electronic Signature Certificates** (ESC) (s.35). Before issuing it must be satisfied that the applicant holds the private key corresponding to the public key in the certificate and that the key pair can create a valid signature. The ESC binds the subscriber's identity to the public key, so the recipient can verify signatures. A CA can **suspend** (s.37) or **revoke** (s.38) a certificate and must publish notice; it must follow secure procedures and its Certification Practice Statement (s.30). The subscriber must keep the private key safe (s.42).

SOLUTION Q4 (a) Setting aside an award – s.34

Grounds the applicant must establish on the record of the tribunal: incapacity of a party; invalid arbitration agreement; **no proper notice** or inability to present the case; the award covers disputes beyond the submission; improper composition or procedure. Grounds the court finds: the subject matter is **not arbitrable**; the award conflicts with the **public policy of India** (fraud or corruption, contravention of the fundamental policy of Indian law, conflict with basic notions of morality or justice). For domestic awards, also **patent illegality** on the face of the award (not mere erroneous application of law or reappreciation of evidence).

Time: within **3 months** of receipt of the award, extendable by **30 days** for sufficient cause – no further (s.34(3); *Union of India v. Popular Construction*, 2001). The application must be disposed of within one year.

SOLUTION Q4 (b) Enforcement of a foreign award – s.48

Singapore is a New York Convention country notified by India, so Part II applies. Enforcement may be refused **only** if the party resisting proves: incapacity or an invalid agreement; no proper notice or inability to present the case; the award deals with matters beyond the submission; improper composition or procedure; or the award is **not yet binding** or has been set aside at the seat. The court may refuse **on its own** if the subject matter is not arbitrable in India or enforcement would be contrary to the **public policy of India** (narrow sense; no review on merits). Once enforceable the award is deemed a decree (s.49).

SOLUTION Q4 (c) RTI appeals and penalty

No decision within 30 days is a **deemed refusal** (s.7(2)). **First appeal (s.19(1))**: to the officer senior to the PIO **within 30 days**, decided within 30 (maximum 45) days. **Second appeal (s.19(3))**: to the Central or State Information Commission **within 90 days**. The Commission may also take up a **complaint** (s.18). **Penalty (s.20)**: for refusal without reasonable cause, malafide denial or delay – **₹250 per day** until the information is furnished, **maximum ₹25,000**, after giving the PIO a hearing; the burden of proving reasonableness lies on the PIO. Persistent default may lead to disciplinary action.

SOLUTION Q4A (i) Valid custom

A custom must be: (1) **ancient / immemorial** (in India, long usage); (2) **continuous** without interruption; (3) **reasonable** – not opposed to public policy; (4) **certain** and definite; (5) **peaceably enjoyed** and observed as of right; (6) **consistent** with other customs; (7) **not opposed to statute law** or morality; (8) **obligatory** – regarded as binding. The person relying on it must prove it by clear evidence.

SOLUTION Q4A (ii) Pith and substance

When a law made by one legislature appears to trespass on a subject of another list under the **Seventh Schedule**, the court looks at the **true nature and character** of the law. If in substance it falls within the enacting legislature's list, it is valid even if it **incidentally** touches the other list (*State of Bombay v. F.N. Balsara*, 1951 – prohibition law valid though it affected import; *Prafulla Kumar Mukherjee v. Bank of Commerce*, 1947). The extent of the encroachment matters in deciding the substance.

SOLUTION Q4A (iii) Regular and anticipatory bail

Basis	Regular bail – BNSS ss.478, 480, 483 [CrPC 436, 437, 439]	Anticipatory bail – BNSS s.482 [CrPC 438]
Timing	**After arrest** / in custody	**Before arrest**, in apprehension of arrest for a non-bailable offence
Court	Magistrate, Sessions Court or High Court	Only the **Sessions Court or High Court**
Effect	Release from custody	Direction that the person, if arrested, be released on bail
Conditions	As the court imposes	Joining investigation, not leaving India without permission, not influencing witnesses

SOLUTION Q5 (a) Condonation of delay

s.5 Limitation Act: an appeal or application (not a suit, and not an application under Order XXI CPC) may be admitted after the period if the appellant shows **sufficient cause**. Courts read "sufficient cause" liberally to advance substantial justice – the explanation must be bona fide, and the absence of negligence matters (*Collector, Land Acquisition v. Katiji*, 1987). Counsel's hospitalisation is a genuine cause outside the party's control → **delay may be condoned**, perhaps on costs. s.5 does not apply where a special statute fixes an absolute limit (e.g. s.34(3) Arbitration Act).

SOLUTION Q5 (b) Defamation

Libel is defamation in a **permanent** form (writing, print, picture, film, broadcast); **slander** is in a **transient** form (spoken words, gestures). In England libel is actionable *per se* and is also a crime, while slander generally needs proof of special damage; in India both are actionable *per se* and criminal defamation (BNS s.356) covers both.

Defences: (1) **justification / truth**; (2) **fair comment** on matters of public interest; (3) **privilege** – absolute (parliamentary, judicial proceedings) or qualified (without malice, in discharge of a duty); (4) consent; (5) apology and offer of amends (mitigation).

SOLUTION Q5 (c) Burden of proof

BSA s.104 [IEA 101]: whoever wants the court to give judgment on a legal right that depends on the existence of facts he asserts must prove them – the **burden of proof**, which lies on the person who **asserts** and **does not shift**. **s.105 [102]**: the burden lies on the person who would fail if no evidence at all were given. **Onus of proof** is the duty to adduce evidence at a particular stage; it **shifts** between the parties as the evidence builds up. Special rules: facts especially within knowledge (s.109), exceptions claimed by an accused (s.108), presumptions (e.g. s.139 NI Act).

SOLUTION Q6 (a) Contingent contract

A contract to do something if a **collateral, uncertain future event** happens is a **contingent contract** (s.31). Under **s.32** it cannot be enforced until the event happens, and becomes **void if the event becomes impossible**. The ship sank on 10 March, so it cannot return by 31 March → the contract is **void** and Ritu cannot claim ₹5 lakh.

SOLUTION Q6 (b) Holder in due course

s.9 NI Act: a person who, **for consideration**, becomes the possessor of a bearer instrument, or the payee or endorsee of an order instrument, **before maturity**, without sufficient cause to believe a defect exists in the title of the transferor.

Privileges: (1) gets a title free from the defects of prior parties (s.53); (2) every prior party is liable to him until the instrument is duly satisfied (s.36); (3) an inchoate stamped instrument binds the signer for the amount filled in (s.20); (4) the drawer or endorser cannot deny the validity of the instrument as originally made (s.120); (5) the maker or acceptor cannot deny the payee's capacity to endorse (s.121); (6) a fictitious-bill acceptor cannot plead fictitiousness (s.42); (7) an instrument obtained by fraud or unlawful consideration is still enforceable by him (s.58).

SOLUTION Q6 (c) Anticipatory breach

Refusal before the date of performance is **anticipatory breach** (s.39). The organiser may: (1) **treat the contract as ended at once**, sue for damages immediately and make other arrangements; or (2) **keep the contract alive** and wait until 15 August. In case (2) he takes the risk of a supervening event discharging the contract (*Avery v. Bowden*, 1855). Damages are measured under s.73, subject to the duty to mitigate (e.g. booking another singer).

SOLUTION Q6 (d) Fundamental Rights and DPSPs

FRs (Part III) are **justiciable**; DPSPs (Part IV) are **not enforceable** in court but are **fundamental in governance** (Art. 37). Early cases gave FRs primacy (*State of Madras v. Champakam Dorairajan*, 1951). Art. 31C protects laws implementing Art. 39(b)–(c). *Minerva Mills* (1980) held that the Constitution rests on the **balance and harmony** between Parts III and IV – giving absolute primacy to either destroys the basic structure. Courts now read FRs in the light of DPSPs (e.g. Art. 21 expanded to livelihood, education, environment) – **harmonious construction**.

SOLUTION Q6A (i) Article 299

A contract made in exercise of the executive power of the Union or a State must: (1) be **expressed to be made by the President or the Governor**; (2) be **executed on his behalf** (3) by a person **authorised** by him, in the manner he directs. A contract not complying is **void** and cannot be ratified (*Mulamchand v. State of M.P.*, 1968), but relief may be had under **s.70** of the Contract Act for benefits received (*State of W.B. v. B.K. Mondal*, 1962). The President or Governor is not personally liable (Art. 299(2)).

SOLUTION Q6A (ii) Summary trials – BNSS ss.283–288 [CrPC 260–265]

A CJM, metropolitan or first-class magistrate may try summarily offences such as those **not punishable with death, life imprisonment or imprisonment over 2 years**, theft and receiving stolen property up to **₹20,000** (BNSS raised the threshold VERIFY), house-trespass, insult to provoke breach of peace, and abetment or attempt of these. The summons-case procedure is followed; **imprisonment above 3 months cannot be passed**; a brief record is kept with particulars of the offence, plea, finding and sentence. The magistrate may switch to regular trial where summary trial is undesirable.

SOLUTION Q6A (iii) s.6 General Clauses Act

Unless a different intention appears, the repeal of a Central Act does not: (a) **revive** anything not in force when the repeal takes effect; (b) affect the **previous operation** of the repealed law or anything done under it; (c) affect any **right, privilege, obligation or liability** acquired or incurred; (d) affect any **penalty, forfeiture or punishment** incurred; (e) affect any **investigation, legal proceeding or remedy** relating to the above – these may be continued or enforced as if the law had not been repealed. It applies to the BNS, BNSS and BSA replacing the IPC, CrPC and IEA (with their own savings clauses).

SOLUTION Q6A (iv) Indemnity and guarantee

Basis	Indemnity (s.124)	Guarantee (s.126)
Parties	Two – indemnifier and indemnity-holder	Three – surety, principal debtor and creditor
Number of contracts	One	Three (between each pair)
Liability	**Primary** and independent	**Secondary** – arises on the debtor's default
Purpose	Protection against loss	Security for a debt or performance
Rights	Indemnifier cannot sue third parties in his own name (unless assigned)	Surety who pays steps into the creditor's shoes (subrogation, s.140)