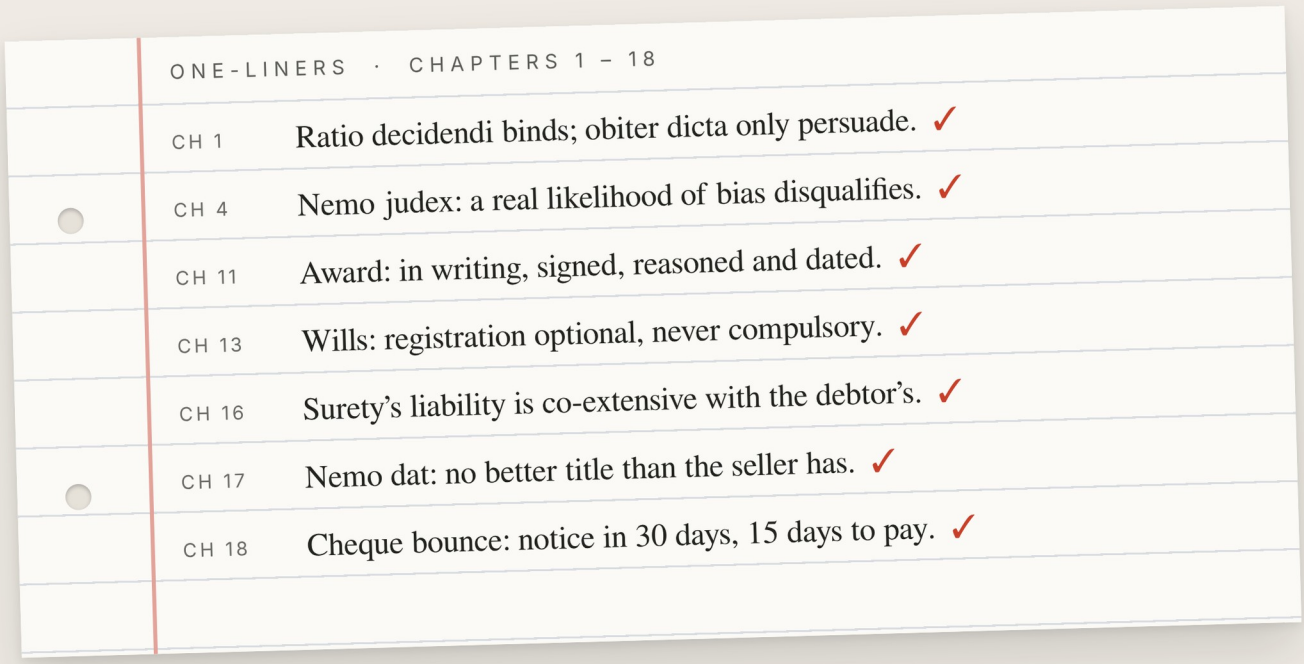
CS EXECUTIVE · PAPER 1

Jurisprudence, Interpretation and General Laws

Scanner Revision Pointers

Every Scanner question connected to the **ICSI Study Material (Syllabus 2022)** — and the one line that answers it.



18 CHAPTERS

668 SCANNER QUESTIONS

311 ONE-LINERS

Shuchita Prakashan PVT. LTD.

Introductory Note

Jurisprudence, Interpretation and General Laws is the widest paper of the Executive Programme — eighteen statutes and doctrines, from the sources of law and the Constitution to contracts, sale of goods and negotiable instruments. ICSI tests each of them the same way: the rule, its exceptions and a short set of facts to apply them to. Every question in the Shuchita Scanner for CS Executive Paper 1 has been traced to the passage of the ICSI Study Material that teaches it, and the rule it turns on has been written down as a single line. Chapters 7 and 8 follow the Bharatiya Nyaya Sanhita, the Bharatiya Nagarik Suraksha Sanhita and the Bharatiya Sakshya Adhiniyam, 2023, which the Scanner and the examination now use.

The result: 668 Scanner questions — 555 past examination questions, from ICSI papers of the earlier and current syllabi together with a few from the CA and CMA Intermediate papers the Scanner carries, and 113 questions the Scanner sets on topics not yet asked — reduced to 311 one-liners, and those condensed further into 248 revision pointers. Every one-liner follows the wording of the ICSI Study Material (Syllabus 2022). Where a printed answer and the Study Material differ, the one-liner teaches the Study Material position.

How each chapter is arranged

Part A — One-liners mapped to Scanner questions and Study Material. Topic by topic, in Scanner order. Each row gives:

- Ref — the row's address: Topic.Row (5.2 is the second row of Topic 5);
- One-liner — the rule, provision or distinction the question turns on, in Study Material language;
- Scanner Q — the Scanner questions it answers (TQ = theory question; CSQ = case-scenario question; NQ = question on a topic not yet asked). The Scanner does not number its questions in this paper, so they are numbered here in Scanner order within each chapter;
- Asked in — every examination in which those questions were set;
- SM source — the Study Material section and page.

Part B — Revision Sheet. The same chapter compressed to short pointers, in Study Material order, each weighted by how often ICSI has asked it and linked back to its Part A row.

How to use this booklet

1. Work the chapter from the Study Material and the Scanner first; this booklet is for revision, not first learning.
2. Before attempting a question, read the one-liners for its topic — they tell you what the examiner is testing.
3. Revise from Part B. Where a pointer is not instantly clear, go to its Part A ref and re-attempt one of the Scanner questions listed against it.
4. In the final week, read only the ★★★ and ★★ lines of every chapter.

Conventions

Term	Meaning
TQ · CSQ · NQ	Theory question · Case-scenario question · Question on a topic not yet asked (set by the Scanner; carries no weight) — numbered in Scanner order within the chapter
SN · DB · DESC	Short note · Distinguish between · Descriptive
PYQ	Previous-year question from an ICSI examination (year and month shown)
2026-Jun	June 2026 paper: no answer is published until ICSI releases its Suggested Answer; the one-liner states the general rule only
CAIG - I · CMAIG - I	Question from the CA Intermediate or CMA Intermediate paper, carried by the Scanner (Chapters 17 and 18)
★★★ ★★ ★	Asked 6 or more times · 3 – 5 times · once or twice
Not in SM	Examined but not covered in the Study Material module; the one-liner follows the Scanner's answer

The chapters at a glance

Ch	Chapter	Questions	One-liners	Pointers	★★★ share
1	Sources of Law	23	10	10	30%
2	Constitution of India	43	21	19	–
3	Interpretation of Statutes	35	19	13	–
4	Administrative Laws	20	10	9	30%
5	Law of Torts	28	12	10	–
6	Law relating to Civil Procedure	34	15	14	–
7	Laws relating to Crime and its Procedure	78	26	17	–
8	Law relating to Evidence	42	13	12	–
9	Law relating to Specific Relief	20	13	10	–
10	Law relating to Limitation	24	10	9	–
11	Law relating to Arbitration, Mediation and Conciliation	54	21	15	16%
12	Indian Stamp Law	33	19	12	24%
13	Law relating to Registration of Documents	62	24	17	51%
14	Right to Information Law	17	9	8	–
15	Law relating to Information Technology	26	12	11	–
16	Contract Law	50	27	19	24%
17	Law relating to Sale of Goods	43	26	21	16%
18	Law relating to Negotiable Instruments	36	24	22	–
	Total	**668**	**311**	**248**	

Prof. Arun Kumar
Editor-in-Chief, Shuchita Prakashan Pvt. Ltd.
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CHAPTER 1

Sources of Law

23 Scanner questions · 10 one-liners · 10 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Sources of Law

SM Lesson 1, pages 1 – 30

Topic 6 Schools of Law

9 Scanner questions · ICSI appearances PYQ 9

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	Austin (analytical school): law is the command of the sovereign backed by sanction — a command, issued by a sovereign whom the bulk of society habitually obeys and who obeys no one, enforced by sanction. Criticism: it ignores welfare laws that confer rights, judge-made law, custom and international law, and the constitutional limits on modern sovereigns.	TQ 3, TQ 11	PYQ 2018-Dec, 2021-Dec	L1, p. 6
6.2	Bentham: a law is an assemblage of signs declaring the volition of a sovereign about the conduct of persons subject to him; nature has placed man under two sovereign masters, pain and pleasure, so law should aim at the greatest happiness of the greatest number, securing the common good rather than selfish interests. Every law may be considered in eight respects — source, subjects, objects, extent, aspects, force, remedial appendages and expression.	TQ 12, TQ 17	PYQ 2022-Jun, 2024-Jun	L1, p. 5
6.3	Kelsen's Pure Theory of Law: law is a normative science — a hierarchy of norms ('ought' propositions backed by sanction), each deriving validity from a higher norm up to the basic norm (Grundnorm); legal theory must be kept free of ethics, politics, sociology and history.	TQ 9, TQ 16	PYQ 2021-Dec, 2023-Jun	L1, p. 11
6.4	Roscoe Pound (sociological school): law is social engineering — balancing competing interests so as to satisfy the maximum of wants with the minimum of friction. Interests: individual (personality, domestic relations, substance), public (of the State as a juristic person and as guardian of social interests) and social (general security, social institutions, general morals, conservation of resources, general progress, individual life).	TQ 4, TQ 19	PYQ 2019-Jun, 2025-Jun	L1, p. 8
6.5	Natural law school: certain rights are inherent in human nature and discoverable by human reason; law derives its validity from justice and morality, not from the sovereign — traced from the Greeks and Romans (Aristotle, Cicero) through Aquinas to Grotius, Locke and Rousseau, and revived in modern human-rights law.	TQ 7	PYQ 2021-Aug	L1, p. 13

Topic 8 Primary Sources of Indian Law

11 Scanner questions · ICSI appearances PYQ 11

Ref	One-liner for the student	Scanner Q	Asked in	SM source
8.1	Precedent: ratio decidendi — the principle of law on which a case is decided, binding on lower courts; obiter dicta — observations made by the way, persuasive only. Kinds: declaratory (applies an existing rule) and original (creates a new one); authoritative (binding) and persuasive (e.g. one High Court's decision for another, English and American rulings). Binding force: Supreme Court decisions bind all courts in India (Art. 141); a High Court binds courts subordinate to it; a larger bench binds a smaller one. Judicial precedents are a primary source of Indian law.	TQ 1, TQ 2, TQ 13, TQ 15, TQ 18, TQ 21, CSQ 1	PYQ 2018-Dec, 2022-Jun, 2023-Jun, 2024-Dec, 2026-Jun, 2023-Dec	L1, pp. 20, 22
8.2	Stare decisis — 'stand by what has been decided': courts follow earlier decisions on the same point so that settled law is not unsettled, giving certainty, consistency and economy of judicial time; a court may depart only where the earlier decision is plainly erroneous or overruled.	TQ 5	PYQ 2019-Dec	L1, p. 21
8.3	Valid custom: ancient (immemorial), continuous, peaceably enjoyed, certain, reasonable, consistent with other customs, compulsorily observed, and not opposed to morality, public policy or statute. A custom of child marriage, however old, conflicts with statute (Prohibition of Child Marriage Act, 2006) and public policy, so courts will not enforce it.	TQ 8, TQ 10, CSQ 2	PYQ 2021-Aug, 2021-Dec, 2026-Jun	L1, p. 18

Topic 7 Sources of Indian Law

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
7.1	Justice, equity and good conscience is the main secondary source of Indian law: where no statute, custom or personal law governs the dispute, the Charters of the High Courts directed decision by it — in practice the court applies rules of English law so far as suited to Indian conditions (as the Supreme Court has held).	TQ 6, TQ 14	PYQ 2020-Dec, 2022-Dec	L1, p. 24
7.2	Sources of English law adopted in India: common law, equity, statute law (Acts of Parliament) and the law merchant (mercantile custom), with judicial precedent as the method by which they developed; English rules came to India through the Charters of the High Courts and 'justice, equity and good conscience'.	TQ 20	PYQ 2025-Dec	L1, p. 24

Part B — Chapter 1 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. The ★★★ lines alone cover about 30% of ICSI appearances in this chapter.

Sources of Law

#	One-liner	Weight	Part A ref
1	Austin: command of the sovereign + sanction; criticised for ignoring permissive, judge-made and customary law.	★	6.1
2	Bentham: pain and pleasure; greatest happiness; eight aspects of a law.	★	6.2
3	Kelsen: pure theory, hierarchy of norms, Grundnorm.	★	6.3
4	Pound: social engineering — individual, public and social interests.	★	6.4
5	Natural law: rights inherent in human nature, known by reason.	★	6.5
6	Ratio binds, obiter persuades; declaratory v. original; authoritative v. persuasive; SC binds all (Art. 141).	★★★	8.1
7	Stare decisis: stand by decided cases for certainty.	★	8.2
8	Valid custom: immemorial, continuous, certain, reasonable, not against statute, morality or public policy.	★★	8.3
9	Justice, equity and good conscience: secondary source where law is silent.	★	7.1
10	English law sources: common law, equity, statute, law merchant.	★	7.2

CHAPTER 2

Constitution of India

43 Scanner questions · 21 one-liners · 19 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Constitution of India

SM Lesson 2, pages 31 – 94

Topic 1 Preamble

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	The preamble is the key to the Act: not an operative part and no source of power, but a legitimate aid to construction where the enacting words are ambiguous — the old conflict is settled; it cannot cut down clear words (Kesavananda Bharati held the Constitution's Preamble part of the Constitution).	TQ 5	PYQ 2012-Dec	L2, p. 32

Topic 2 Structure

11 Scanner questions · ICSI appearances PYQ 11

Ref	One-liner for the student	Scanner Q	Asked in	SM source
2.1	Federal features: written supreme Constitution, division of powers by the Seventh Schedule (Union, State and Concurrent Lists), independent judiciary, rigid amendment — with a strong unitary bias. Pith and substance: a law in substance within the enacting legislature's List is valid though it incidentally touches another List (sound amplifiers law under 'public health' — G. Chawla). Repugnancy: Parliament's law prevails in the Concurrent List, except that a State law reserved for and assented to by the President prevails in that State (Art. 254(2)). A State law with extra-territorial effect needs a real territorial nexus. Parliament may legislate for two or more States at their request (Art. 252). Judicial review strikes down laws beyond competence or abridging fundamental rights; 'law' includes ordinances, rules, bye-laws, notifications and customs (Art. 13). Bills: Government and Private Members'; original, amending, consolidating, continuance, repealing, validating; Money and Financial Bills; Constitution Amendment Bills.	TQ 22, CSQ 1, CSQ 4, CSQ 9	PYQ 2022-Jun, 2019-Dec, 2024-Jun, 2025-Jun	L2, pp. 33, 69, 73
2.2	Parliament may legislate on State List subjects: in the national interest on a Rajya Sabha resolution by two-thirds of members present and voting, valid one year and renewable, lapsing six months after it ceases (Art. 249); during a Proclamation of Emergency (Art. 250); with the consent of two or more States (Art. 252); to implement treaties (Art. 253); and under President's rule (Art. 356).	TQ 4, TQ 19, CSQ 9	PYQ 2012-Dec, 2021-Aug, 2025-Jun	L2, p. 69

Ref	One-liner for the student	Scanner Q	Asked in	SM source
2.3	Trade, commerce and intercourse throughout India shall be free (Art. 301), subject to reasonable restrictions in the public interest by Parliament (Art. 302) and by States with prior Presidential sanction (Art. 304(b)); regulatory and compensatory measures do not offend it. Art. 19(1)(g) gives citizens the right to any profession, trade or business, subject to reasonable restrictions and to the State's power to carry on any trade itself, to the exclusion of citizens — so the State may create a monopoly in its own favour (Art. 19(6)(ii)).	TQ 16, TQ 26, TQ 3	PYQ 2020-Dec, 2023-Jun, 2012-Dec	L2, pp. 74, 76
2.4	A statute is valid because it is passed by Parliament and assented to by the President, who derive their authority from the Constitution; the Constitution rests on the basic norm (Grundnorm), whose validity is presupposed — Kelsen's hierarchy of norms.	CSQ 5	PYQ 2024-Jun	L1, p. 11
2.5	Government contracts (Art. 299): expressed to be made by the President or Governor, executed in writing, and executed on his behalf by a person duly authorised; a contract not so made does not bind the Government, and neither the President nor the person executing it is personally liable (Art. 299(2)).	TQ 29	PYQ 2026-Jun	L4, p. 153

Topic 3 Fundamental Rights

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.1	Equality before the law and equal protection of the laws (Art. 14) forbid class legislation, not reasonable classification: the classification must rest on an intelligible differentia with a rational nexus to the object of the law, and must not be arbitrary (E.P. Royappa, Maneka Gandhi). District-wise allocation of medical seats by population, with no nexus to selecting the best candidates, is invalid (Minor P. Rajendran v. State of Madras).	TQ 14, CSQ 2	PYQ 2019-Jun, 2022-Jun	L2, pp. 40, 42
3.2	Equality of opportunity in public employment (Art. 16): no discrimination on religion, race, caste, sex, descent, place of birth or residence, with exceptions — residence requirements by Parliament, reservation for backward classes not adequately represented (Art. 16(4)), in promotion for SC/ST (16(4A)), carry-forward of vacancies (16(4B)), religious institutions, and economically weaker sections (16(6)); reservations generally within 50% (Indra Sawhney).	TQ 21	PYQ 2021-Dec	L2, p. 44
3.3	Religious and linguistic minorities have the right to establish and administer educational institutions of their choice, and the State may not discriminate against them in granting aid (Art. 30); the right is subject to regulations ensuring standards and good administration, not to its destruction.	TQ 7	PYQ 2013-Jun	L2, p. 44

Topic 4 Definition of State

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	'State' (Art. 12) includes Governments, legislatures, local and other authorities; a corporation is an instrumentality or agency of the State if the Government holds its share capital, gives most of its finance, exercises deep and pervasive control, the corporation enjoys monopoly status, or performs important public functions (R.D. Shetty; Ajay Hasia).	TQ 9, TQ 24	PYQ 2018-Dec, 2022-Dec	L2, p. 37

Topic 6 Doctrine of Severability

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	Doctrine of severability (Art. 13): a law inconsistent with fundamental rights is void only to the extent of inconsistency; the invalid part is severed if the rest can stand on its own and the legislature would have enacted it alone (R.M.D.C. v. Union). Gujarat's ban on public meetings without police approval is struck down; the rest of the Act survives.	TQ 6, TQ 18, CSQ 12	PYQ 2013-Jun, 2021-Aug, 2025-Dec	L2, p. 39

Topic 7 Doctrine of Eclipse

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
7.1	Doctrine of eclipse: a pre-Constitution law inconsistent with fundamental rights is not dead but overshadowed; it revives when the inconsistency is removed by constitutional amendment (Bhikaji Narain Dhakras) — it applies to pre-Constitution laws, and to post-Constitution laws only as regards non-citizens.	TQ 15	PYQ 2020-Dec	L2, p. 39

Topic 9 Rights relating to Freedom

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
9.1	Art. 19(1) gives citizens freedom of speech and expression, peaceable assembly without arms, association, movement, residence and profession, each subject to reasonable restrictions under Art. 19(2) – (6) — for speech: sovereignty and integrity, security, friendly relations, public order, decency or morality, contempt, defamation, incitement; for assembly and association: public order and sovereignty (and morality for associations). Restrictions must be reasonable and proportionate: a blanket, indefinite ban on peaceful gatherings and on online organisation, with preventive detention of peaceful protesters, is excessive and arbitrary and liable to be struck down (Arts. 19, 21, 22; writ under Art. 226).	TQ 11, TQ 13, CSQ 13	PYQ 2018-Dec, 2019-Jun, 2026-Jun	L2, pp. 46, 49

Ref	One-liner for the student	Scanner Q	Asked in	SM source
9.2	The right to know is part of freedom of speech and expression and of personal liberty under Art. 21 (Reliance Petrochemicals v. Indian Express), and is now backed by the RTI Act.	CSQ 6	PYQ 2024-Jun	L2, p. 47

Topic 10 Protection of Life and Personal Liberty

7 Scanner questions · ICSI appearances PYQ 7

Ref	One-liner for the student	Scanner Q	Asked in	SM source
10.1	No person shall be deprived of life or personal liberty except according to procedure established by law (Art. 21); after Maneka Gandhi the procedure must be just, fair and reasonable, not arbitrary — the article now includes livelihood, dignity, privacy, speedy trial and legal aid. Bail is the rule and jail the exception; in Satender Kumar Antil (2022) the Supreme Court classified offences and laid down bail guidelines for courts and investigating agencies, as an incident of Art. 21.	TQ 12, CSQ 3	PYQ 2018-Dec, 2023-Dec	L2, pp. 53 – 54
10.2	Art. 20: (1) no conviction except for an act that was an offence when done, and no penalty greater than that then in force — Vijay faces 10 years, not life; Sanjay, fined under the old law, cannot be re-tried and imprisoned under the 2024 amendment; (2) no double jeopardy; (3) no person accused shall be compelled to be a witness against himself — testimonial compulsion only, so thumb impressions and voice samples may be taken (Kathi Kalu Oghad), but involuntary narco-analysis, polygraph and BEAP tests violate Arts. 20(3) and 21 (Selvi v. State of Karnataka). Detention for three days without production before a magistrate breaches Art. 22(2) (24 hours), and denial of medical care breaches Art. 21; the family may petition the High Court under Art. 226.	TQ 10, TQ 27, CSQ 7, TQ 17, CSQ 11	PYQ 2018-Dec, 2023-Jun, 2024-Dec, 2021-Aug, 2025-Dec	L2, pp. 51 – 52

Topic 12 Preventive Detention

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
12.1	Preventive detention: detention without trial to prevent a person acting prejudicially to defence, foreign affairs, security of India or of a State, public order, or supplies and services; Parliament (and States on concurrent subjects) may legislate. Safeguards (Art. 22(4) – (7)): no detention beyond three months without an Advisory Board's opinion; grounds communicated as soon as may be; earliest opportunity to represent against the order.	TQ 8, TQ 25	PYQ 2013-Jun, 2022-Dec	L2, p. 55

Topic 13 Right against Exploitation

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
13.1	Right against exploitation: prohibition of traffic in human beings, begar and forced labour, with compulsory public service allowed without discrimination (Art. 23); no child below 14 employed in factories, mines or other hazardous employment (Art. 24) — both available to citizens and non-citizens.	TQ 20	PYQ 2021-Dec	L2, p. 55

Topic 15 Fundamental Duties

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
15.1	Fundamental duties (Art. 51A, added in 1976): to abide by the Constitution, cherish national ideals, uphold sovereignty, defend the country, promote harmony, preserve heritage, protect the environment, develop scientific temper, safeguard public property, strive for excellence, and (parents) educate children 6 – 14 — not directly enforceable by writ, but courts use them to interpret laws. Directive Principles (Part IV) are fundamental in governance but not enforceable by any court (Art. 37): no one can compel the State to legislate on them, and a law is not void for conflicting with a Directive Principle; courts read them harmoniously with fundamental rights.	TQ 23, CSQ 14	PYQ 2022-Jun, 2026-Jun	L2, pp. 61, 63

Topic 16 Ordinance Making Powers

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
16.1	The President may promulgate an ordinance when either House is not in session and he is satisfied that immediate action is necessary (Art. 123); it has the force of an Act, must be laid before Parliament and lapses six weeks after reassembly unless approved, may be withdrawn earlier, is subject to the same limits as Parliament's laws, and is open to judicial review (Krishna Kumar Singh).	TQ 28	PYQ 2025-Dec	L2, p. 64

Topic 17 Writ jurisdiction of High Courts and Supreme Court

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
17.1	Writs (Arts. 32, 226): habeas corpus — produce a detained person and justify the detention (Raj, wrongfully held by a police officer); mandamus — command a public authority to perform a public duty (Indore Corporation must supply drinking water); prohibition — stops an inferior court or tribunal acting beyond jurisdiction, before decision; certiorari — quashes such a decision after it is made; quo warranto — asks a holder of a public office by what authority he holds it.	TQ 1, TQ 2, CSQ 8, CSQ 10	PYQ 2019-Dec, 2012-Dec, 2024-Dec, 2025-Jun	L2, pp. 78 – 80

Part B — Chapter 2 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. No line in this chapter reaches ★★★; every pointer has been asked fewer than six times.

Constitution of India

#	One-liner	Weight	Part A ref
1	Preamble: aid to construction where words are ambiguous; not a source of power.	★	1.1
2	Federal with unitary bias; pith and substance; Art. 254(2) State law prevails with Presidential assent; territorial nexus.	★★	2.1
3	Parliament on State List: Arts. 249, 250, 252, 253, 356.	★★	2.2
4	Freedom of trade (Art. 301) subject to 302 – 304; State monopoly allowed (Art. 19(6)).	★★	2.3
5	Validity of law traced to the Grundnorm (Kelsen).	★	2.4
6	Government contracts: in the President's/Governor's name, in writing, by authorised person (Art. 299).	★	2.5
7	Art. 14: reasonable classification — intelligible differentia + rational nexus; arbitrariness barred.	★	3.1
8	Art. 16 equality in public employment and its exceptions; Art. 30 minority institutions.	★	3.2, 3.3
9	'State' under Art. 12: instrumentality tests (Ajay Hasia).	★	4.1
10	Severability: void only to the extent of inconsistency.	★★	6.1
11	Eclipse: pre-Constitution law overshadowed, revives on amendment.	★	7.1
12	Art. 19 freedoms and reasonable restrictions; right to know.	★★	9.1, 9.2
13	Art. 21: just, fair, reasonable procedure (Maneka Gandhi); bail is the rule.	★	10.1
14	Art. 20: no ex post facto penalty, no double jeopardy, no testimonial compulsion; narco test needs consent; Art. 22(2) 24 hours.	★★	10.2
15	Preventive detention: Advisory Board after 3 months, grounds, representation.	★	12.1
16	Arts. 23 – 24: no trafficking, begar, child labour below 14.	★	13.1
17	Fundamental duties (Art. 51A) and DPSPs not enforceable by courts.	★	15.1
18	Ordinance (Art. 123): Houses not in session; lapses 6 weeks after reassembly.	★	16.1
19	Writs: habeas corpus, mandamus, prohibition, certiorari, quo warranto.	★★	17.1

CHAPTER 3

Interpretation of Statutes

35 Scanner questions · 19 one-liners · 13 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Interpretation of Statutes

SM Lesson 3, pages 95 – 134

Topic 1 Need for Interpretation of a Statute

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	Object of interpretation: to find the intention of the legislature from the words used; the court declares, not makes, the law. A judge 'must not alter the material of which the Act is woven, but he can and should iron out the creases' (Denning L.J., Seaford Court Estates v. Asher) — supplying meaning where the draftsman did not foresee the situation, without rewriting the statute.	TQ 24, TQ 29	PYQ 2022-Dec, 2023-Jun	L3, p. 95

Topic 8 Rules of Interpretation

18 Scanner questions · ICSI appearances PYQ 18

Ref	One-liner for the student	Scanner Q	Asked in	SM source
8.1	Mischief (Heydon's) rule: ask what the law was before the Act, what mischief it did not provide for, what remedy Parliament adopted, and the true reason for the remedy — then construe to suppress the mischief and advance the remedy. A welfare statute with ambiguous coverage is read to protect the class it was meant to shield.	TQ 4, TQ 20, CSQ 3	PYQ 2018-Dec, 2022-Jun, 2026-Jun	L3, p. 99
8.2	Ejusdem generis: general words following specific words of one class are read as limited to that class (Siddeshwari Cotton Mills; Kavalappara Kottarathil Kochuni) — applied with caution: it needs a distinct genus, does not apply where the specific words exhaust the class or where the context shows a wider intent; it aids certainty but may defeat the legislature's purpose.	TQ 2, TQ 6, TQ 22	PYQ 2013-Jun, 2019-Jun, 2022-Jun	L3, p. 101
8.3	Harmonious construction: where two provisions of the same Act cannot be reconciled, they are so read that effect is given to both — one is not allowed to defeat or render the other otiose (Venkataramana Devaru v. State of Mysore); only if harmony is impossible does the later or special provision prevail.	TQ 3, TQ 18, TQ 27	PYQ 2018-Dec, 2021-Dec, 2023-Jun	L3, p. 97
8.4	Beneficial construction: welfare and remedial legislation is given the widest meaning its words permit, so as to extend the benefit to those it was made for, rather than a narrow reading that defeats it.	TQ 5	PYQ 2019-Jun	L3, p. 119

Ref	One-liner for the student	Scanner Q	Asked in	SM source
8.5	Reasonable construction — ut res magis valeat quam pereat: words are given a sensible meaning that makes the provision work rather than one that makes it unworkable or absurd; where two meanings are possible, the one that gives effect to the object is preferred.	TQ 7	PYQ 2019-Dec	L3, p. 99
8.6	Purposive interpretation: Parliament intends an enactment to remedy a particular mischief, and the court should construe it to further that remedy (Halsbury) — the text is read in light of the purpose and context of the statute, not word by word.	TQ 9, TQ 11	PYQ 2019-Dec, 2020-Dec	L3, p. 95
8.7	Expressio unius est exclusio alterius — express mention of one thing implies exclusion of another (Parbhani Transport Co-op. Society v. RTA); a useful but cautious aid, not applied where it leads to injustice or inconsistency.	TQ 12, TQ 32	PYQ 2020-Dec, 2024-Jun	L3, p. 100
8.8	Generalia specialibus non derogant: a general provision yields to a special one on the same subject; a later general law does not override an earlier special law unless it says so — the heritage-site exemption prevails over the general property-tax rule, so the demand on the trust is invalid.	TQ 30, CSQ 2	PYQ 2023-Dec, 2025-Dec	L3, p. 119
8.9	A custom is valid and binding only if immemorial, continuous, peaceably enjoyed, certain, reasonable, consistent, compulsorily observed and not opposed to statute, morality or public policy.	TQ 31	PYQ 2023-Dec	L1, p. 18

Topic 6 Aids to Interpretation

5 Scanner questions · ICSI appearances PYQ 5

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	Internal aids: long title, preamble, headings, marginal notes, definitions, illustrations, explanations, provisos, schedules, punctuation. The preamble is the key to the Act — used where the enacting words are ambiguous, never to cut down clear words.	TQ 8	PYQ 2019-Dec	L3, p. 105
6.2	Illustrations show how a section applies and help interpret it; they cannot override or curtail the plain words of the section, though they are not to be rejected unless repugnant to it (Mahesh Chandra Sharma v. Raj Kumari Sharma).	TQ 14	PYQ 2021-Aug	L3, p. 107
6.3	Definition clauses: ‘means’ is exhaustive, ‘includes’ extends the ordinary meaning, ‘means and includes’ is exhaustive; definitions apply ‘unless the context otherwise requires’.	TQ 16	PYQ 2021-Dec	L3, p. 106

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.4	External aids, used where the statute is ambiguous: parliamentary history (statement of objects and reasons, debates, committee reports — admissible to show the mischief and context), historical facts and surrounding circumstances, later social and scientific developments, reference to other statutes in pari materia, dictionaries, foreign decisions.	TQ 1, TQ 19	PYQ 2012-Dec, 2021-Dec	L3, p. 108

Topic 5 Presumptions

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
5.1	Presumptions arise only where the intention of the legislature is not clear: against changes in the common law, against ousting the jurisdiction of courts, against retrospective operation, against violation of international law, that mens rea is required for crimes, against absurdity and injustice, and that the legislature knows the law — not needed where the words are plain.	TQ 15, TQ 26	PYQ 2021-Aug, 2022-Dec	L3, p. 103

Topic 15 Brief of General Clauses Act, 1897

8 Scanner questions · ICSI appearances PYQ 8

Ref	One-liner for the student	Scanner Q	Asked in	SM source
15.1	The General Clauses Act, 1897 is an interpretation Act: it shortens drafting by common definitions and rules for Central Acts and regulations. Where no date is fixed, a Central Act comes into force on the day it receives the President's assent; 'commencement' means the day it comes into force (s. 5).	TQ 13, TQ 28	PYQ 2021-Aug, 2023-Jun	L3, pp. 116, 124
15.2	Effect of repeal (s. 6): unless a different intention appears, repeal does not revive anything not in force, affect the previous operation of the repealed Act or anything done under it, affect rights, privileges, obligations or liabilities acquired or incurred, penalties or punishments incurred, or any investigation or legal proceeding in respect of them, which may continue as if the Act had not been repealed.	TQ 10, TQ 23	PYQ 2019-Dec, 2022-Dec	L3, p. 126
15.3	An act that is an offence under two or more enactments may be prosecuted and punished under either or any of them, but not punished twice for the same offence (s. 26) — Shikha may be tried under the BNS or the Banking Regulation Act, not punished under both. Where a period expires on a day the court or office is closed, the act may be done on the next day it is open (s. 10).	TQ 17, TQ 21, CSQ 1	PYQ 2021-Dec, 2022--Jun, 2024-Dec	L3, p. 126

Ref	One-liner for the student	Scanner Q	Asked in	SM source
15.4	Rules or bye-laws made after previous publication (s. 23): the draft is published in the prescribed manner, with a date for objections; objections received by then are considered; the rule is final when published.	TQ 25	PYQ 2022-Dec	L3, p. 126

Part B — Chapter 3 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. No line in this chapter reaches ★★★; every pointer has been asked fewer than six times.

Interpretation of Statutes

#	One-liner	Weight	Part A ref
1	Object: find legislative intent; judge irons out creases, does not alter the fabric.	★	1.1
2	Mischief rule (Heydon): suppress mischief, advance remedy.	★★	8.1
3	Ejusdem generis: general words limited by the genus of specific words — used with caution.	★★	8.2
4	Harmonious construction: give effect to both provisions.	★★	8.3
5	Beneficial, reasonable (ut res magis valeat) and purposive construction.	★★	8.4, 8.5, 8.6
6	Expressio unius: express mention excludes others.	★	8.7
7	Generalia specialibus non derogant: special prevails over general.	★	8.8
8	Internal aids: preamble, illustrations, definitions (means / includes).	★★	6.1, 6.2, 6.3
9	External aids: parliamentary history, objects and reasons, pari materia statutes, dictionaries.	★	6.4
10	Presumptions only when intent unclear: no retrospectivity, no ouster, mens rea.	★	5.1
11	GCA: Act in force on assent if no date (s. 5); repeal saves rights and proceedings (s. 6).	★★	15.1, 15.2
12	s. 26: prosecute under either Act, punish once; s. 10: next open day; s. 23: previous publication.	★★	15.3, 15.4
13	Valid custom: immemorial, certain, reasonable, not against statute or public policy.	★	8.9

CHAPTER 4

Administrative Laws

20 Scanner questions · 10 one-liners · 9 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Administrative Laws

SM Lesson 4, pages 135 – 160

Topic 2 Need and Source of Administrative Law

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
2.1	Administrative law is the by-product of the growing functions of the welfare State: wide powers are given to the executive to make rules, decide disputes and exercise discretion, and administrative law controls their exercise. There is no antithesis between effective government and control of power — both serve the rule of law and good administration.	TQ 9, TQ 13	PYQ 2021-Aug, 2022-Dec	L4, p. 135
2.2	Principal sources of administrative law in India: the Constitution; Acts and statutes; ordinances, administrative directions, notifications and circulars; and judicial decisions.	TQ 6, TQ 16	PYQ 2020-Dec, 2024-Dec	L4, p. 136

Topic 3 Rule of Law

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.1	Dicey's rule of law: supremacy of regular law as against arbitrary power; equality before the law — officials subject to ordinary courts; and constitutional rights as the result of judicial decisions. In India it is embodied in Art. 14 and is part of the basic structure.	TQ 16	PYQ 2024-Dec	L4, p. 137

Topic 4 Administrative Discretion

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	Administrative discretion is the freedom to choose among courses of action within the law; it is needed because the State cannot foresee every situation, problems are technical and varied, and individual cases call for flexibility — but it must be exercised reasonably, in good faith and for the purpose given.	TQ 11	PYQ 2022-Jun	L4, p. 141

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.2	Judicial control of discretion: failure to exercise it — sub-delegation, acting under dictation, fettering by self-imposed rules, non-application of mind; abuse of it — mala fides, improper purpose, irrelevant considerations, ignoring relevant ones, unreasonableness, colourable exercise and non-compliance with procedure. No law can make administrative action wholly final; courts examine its ambit and mode against fundamental rights.	TQ 5, TQ 15	PYQ 2019-Dec, 2023-Dec	L4, p. 143

Topic 5 Principle of Natural Justice

10 Scanner questions · ICSI appearances PYQ 10

Ref	One-liner for the student	Scanner Q	Asked in	SM source
5.1	Audi alteram partem — hear the other side: notice of the case, a reasonable opportunity to answer, disclosure of material relied upon, and a reasoned decision; the right to cross-examine and to legal representation depend on the circumstances.	TQ 1	PYQ 2018-Dec	L4, p. 147
5.2	Nemo judex in causa sua — rule against bias: pecuniary bias (any financial interest, however small, disqualifies), personal bias (relationship, friendship, hostility), subject-matter or official bias; the test is a real likelihood or reasonable suspicion of bias. A judge holding shares in a party must recuse himself; an inquiry officer closely related to the complainant vitiates the inquiry.	TQ 2, TQ 7, TQ 10, TQ 14, CSQ 1, CSQ 3	PYQ 2019-Jun, 2020--Dec, 2021-Dec, 2023-Jun, 2024-Dec, 2026-Jun	L4, p. 147
5.3	Natural justice may be excluded by statute expressly or by necessary implication, in emergencies, for legislative acts, where confidentiality or public interest requires, in academic evaluation, interim preventive action, and where a hearing would make no difference; but where action has civil consequences — such as removing Ravi from medical college for poor performance — a fair hearing is required.	TQ 3, TQ 17, CSQ 2	PYQ 2019-Dec, 2025-Jun, 2025-Dec	L4, p. 150

Topic 6 Judicial Review & Other Remedies

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	Judicial review — the courts' power to declare legislative and executive acts void if they violate the Constitution — is the biggest check on administrative action; in India it rests on Arts. 13, 32, 226 and 227, and covers jurisdiction, procedure, reasonableness and proportionality; it is part of the basic structure.	TQ 4, TQ 12	PYQ 2019-Dec, 2022-Dec	L4, p. 139

Topic 7 Liability of the Government, Public Corporation

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
7.1	Statutory corporations are created by a special Act, are separate legal persons, enjoy financial and administrative autonomy free from ordinary government rules, are owned by the State, accountable to Parliament, and are 'State' under Art. 12.	TQ 8	PYQ 2021-Aug	L4, p. 156

Part B — Chapter 4 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. The ★★★ lines alone cover about 30% of ICSI appearances in this chapter.

Administrative Laws

#	One-liner	Weight	Part A ref
1	Administrative law grows with the welfare State; control and effectiveness go together.	★	2.1
2	Sources: Constitution, statutes, ordinances and directions, judicial decisions.	★	2.2
3	Rule of law (Dicey): supremacy of law, equality before law, judge-made rights.	★	3.1
4	Discretion needed for flexibility; abuse — mala fides, irrelevant considerations, improper purpose, dictation.	★★	4.1, 4.2
5	Audi alteram partem: notice, opportunity, reasoned decision.	★	5.1
6	Nemo judex: pecuniary, personal, official bias — real likelihood test; recusal.	★★★	5.2
7	Exceptions to natural justice; civil consequences demand a hearing.	★★	5.3
8	Judicial review: biggest check; Arts. 13, 32, 226.	★	6.1
9	Statutory corporation: special Act, autonomy, State under Art. 12.	★	7.1

CHAPTER 5

Law of Torts

28 Scanner questions · 12 one-liners · 10 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Law of Torts

SM Lesson 5, pages 161 – 186

Topic 1 Introduction to Law of Torts

5 Scanner questions · ICSI appearances PYQ 5

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	A tort needs a wrongful act and legal damage — the violation of a legal right, not necessarily actual or pecuniary loss. Injuria sine damnum: infringement of a legal right without loss is actionable (Ashby v. White — refusal of a vote; Ramesh, kept from voting, may sue). Damnum sine injuria: loss without infringement of a legal right is not actionable (Gloucester Grammar School — a competing school).	TQ 3, TQ 14, TQ 11, TQ 19, CSQ 7	PYQ 2018-Dec, 2021-Dec, 2021-Aug, 2022-Dec, 2025-Dec	L5, pp. 163, 183

Topic 2 Kinds of Tortious Liability & Vicarious Liability

7 Scanner questions · ICSI appearances PYQ 7

Ref	One-liner for the student	Scanner Q	Asked in	SM source
2.1	Vicarious liability — qui facit per alium facit per se; respondeat superior: a master is liable for torts of his servant committed in the course of employment, even if the act was unauthorised or done in an improper mode, so long as it is connected with the authorised work (Lloyd v. Grace Smith — fraud by a solicitor's managing clerk). The bank is liable for its guard who shot John while guarding the cash, though it never authorised the firing.	TQ 13, TQ 12, CSQ 2	PYQ 2021-Dec, 2021-Aug, 2023-Dec	L5, p. 169
2.2	An employer is not generally liable for torts of an independent contractor, but is liable where he authorised or ratified the tort, interfered or took part in the work, the duty was non-delegable or statutory, the work was inherently dangerous or extra-hazardous, or he was negligent in selecting a competent contractor.	TQ 5, TQ 20	PYQ 2018--Dec, 2023-Jun	L5, p. 170
2.3	Partners are jointly and severally liable for a tort committed by one partner in the ordinary course of the firm's business (Hamlyn v. Houston — bribing a rival's clerk); a sleeping partner such as Mahesh is liable with Ramesh.	CSQ 1, CSQ 5	PYQ 2019-Dec, 2025-Jun	L5, p. 169

Topic 3 Exceptions to the rule of Strict Liability

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.1	Strict liability (Rylands v. Fletcher): one who brings on his land and keeps anything likely to do mischief if it escapes is liable for damage from its escape, without proof of negligence, if there is non-natural use and escape. Exceptions: plaintiff's own default, act of God, consent of the plaintiff, act of a third party or stranger, statutory authority. Reyansh is not liable where a third party, Vedant, released the dog; Sunshine Solar is liable for the escape of its stored chemical.	TQ 6, TQ 16, CSQ 3, CSQ 6	PYQ 2018-Dec, 2022-Jun, 2024-Dec, 2025-Dec	L5, pp. 166, 168

Topic 4 Applicability of the rule in Indian Conditions

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	An enterprise engaged in a hazardous or inherently dangerous industry owes an absolute, non-delegable duty: it is liable for harm from an accident without any of the Rylands v. Fletcher exceptions (M.C. Mehta v. Union of India — Oleum gas leak), and compensation is measured by its magnitude and capacity to pay.	TQ 17	PYQ 2022-Jun	L5, p. 168

Topic 5 Role of the State in Law of Torts

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
5.1	The State is vicariously liable for torts of its servants under Art. 300, except for acts done in exercise of sovereign functions (Kasturi Lal v. State of U.P.); the immunity is now read narrowly (N. Nagendra Rao), and for violation of fundamental rights compensation is awarded under public law (Rudul Sah, Nilabati Behera).	TQ 8	PYQ 2019-Jun	L5, p. 173

Topic 6 Torts or wrongs to Personal Safety and Freedom

7 Scanner questions · ICSI appearances PYQ 7

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	Assault is an attempt or threat to apply force that causes reasonable apprehension of immediate harm, without contact; battery is the intentional application of force to another without lawful justification — the slightest touch suffices.	TQ 2, TQ 4	PYQ 2013-Jun, 2020-Dec	L5, p. 176
6.2	False imprisonment: total restraint of a person's liberty, however short, without lawful justification; knowledge of the restraint at the time is not essential (Meering v. Grahame-White Aviation); partial restraint is not enough (Bird v. Jones).	TQ 15	PYQ 2021-Dec	L5, p. 177

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.3	Malicious prosecution: the defendant prosecuted the plaintiff; without reasonable and probable cause; with malice; the prosecution ended in the plaintiff's favour; and he suffered damage. Govind, acquitted after Ravi's spiteful false accusation, may sue.	TQ 9, CSQ 4	PYQ 2019-Dec, 2024-Dec	L5, p. 177
6.4	Defamation: libel is a defamatory statement in permanent form (writing, print, pictures), actionable per se and also a crime; slander is in transient form (spoken words, gestures), actionable only on proof of special damage, with exceptions. Knowingly false statements disparaging another's goods that cause actual loss are injurious falsehood (slander of goods), remediable by damages and injunction.	TQ 1, CSQ 8	PYQ 2012-Dec, 2026-Jun	L5, p. 178

Topic 8 Remedies in Torts

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
8.1	Judicial remedies: damages (nominal, contemptuous, compensatory, exemplary), injunction (temporary or perpetual, prohibitory or mandatory) and specific restitution of property. Extra-judicial remedies: self-defence, expulsion of a trespasser, re-entry on land, re-caption of goods, abatement of nuisance, distress damage feasant.	TQ 7, TQ 10, TQ 18	PYQ 2018-Dec, 2020-Dec, 2022-Dec	L5, pp. 182 – 183

Part B — Chapter 5 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. No line in this chapter reaches ★★★; every pointer has been asked fewer than six times.

Law of Torts

#	One-liner	Weight	Part A ref
1	Tort = wrongful act + legal damage; injuria sine damnum actionable, damnum sine injuria not.	★★	1.1
2	Vicarious liability: master liable for servant's acts in course of employment, even unauthorised modes.	★★	2.1
3	Independent contractor: employer liable only in exceptional cases.	★	2.2
4	Partners jointly liable for a tort in the ordinary course of business.	★	2.3
5	Strict liability (Rylands v. Fletcher) and its exceptions.	★★	3.1
6	Absolute liability for hazardous industries (M.C. Mehta).	★	4.1
7	State liability: sovereign immunity narrowed; public-law compensation.	★	5.1
8	Assault v. battery; false imprisonment; malicious prosecution.	★★	6.1, 6.2, 6.3
9	Libel v. slander; false statements about goods actionable.	★	6.4
10	Remedies: damages, injunction, restitution; extra-judicial self-help.	★★	8.1

CHAPTER 6

Law relating to Civil Procedure

34 Scanner questions · 15 one-liners · 14 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Law relating to Civil Procedure

SM Lesson 6, pages 187 – 228

Topic 2 Scheme of the Code and Suit

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
2.1	Decree (s. 2(2)): the formal expression of an adjudication that conclusively determines the rights of the parties on matters in controversy in a suit — preliminary, final or partly both; essentials: an adjudication, in a suit, determining rights, conclusively, formally expressed. Decree-holder (s. 2(3)): the person in whose favour a decree or executable order is passed; judgment-debtor (s. 2(10)): the person against whom it is passed — in a money decree for ₹5 lakh, Rahul is the decree-holder and Ramesh the judgment-debtor.	TQ 12, TQ 27	PYQ 2020-Dec, 2026-Jun	L6, p. 190
2.2	Jurisdiction is conferred only by the legislature: no court can enlarge its own or another court's jurisdiction, so the Supreme Court could not by direction transfer a case triable by a Special Judge to the High Court (A.R. Antulay v. R.S. Nayak). Jurisdiction is classified as territorial, pecuniary and by subject-matter, original and appellate.	TQ 24	PYQ 2023-Dec	L6, p. 197
2.3	Suits by or against minors (Order XXXII): a minor sues through a next friend and is defended by a guardian ad litem appointed by the court; an order or decree without one may be set aside; on attaining majority the minor elects to continue the suit in his own name or abandon it (or, as defendant, may apply to set aside a decree on grounds of improper guardianship).	TQ 13	PYQ 2020-Dec	L6, p. 214

Topic 3 Stay of Suit (Doctrine of Res Sub Judice)

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.1	Res sub judice (s. 10): a court shall not proceed with a suit where the matter in issue is directly and substantially in issue in a previously instituted suit between the same parties, pending in a competent court in India — the later suit is stayed, to avoid conflicting decisions; res judicata bars a matter already decided, res sub judice a matter pending. The later trade-name suit on identical issues is stayed.	TQ 6, TQ 3, TQ 10, CSQ 1	PYQ 2018-Dec, 2023-Jun, 2019-Jun, 2012-Dec	L6, p. 192

Topic 4 Res Judicata

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	Res judicata (s. 11): no court shall try a matter directly and substantially in issue in a former suit between the same parties (or those claiming under them), litigating under the same title, heard and finally decided by a competent court — including matters that might and ought to have been raised (constructive res judicata), which prevents multiplicity of suits. A compromise or consent decree is not an adjudication and does not operate as res judicata, though it may estop the parties. A's 2023 suit on the eviction decided in 2021 is barred.	TQ 14, TQ 16, CSQ 4	PYQ 2021-Aug, 2021-Dec, 2024-Dec	L6, p. 195

Topic 5 Place of Suing (Territorial Jurisdiction)

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
5.1	Place of suing: every suit is instituted in the court of the lowest grade competent to try it (s. 15); suits for recovery, partition, foreclosure or sale of immovable property, determination of rights in it, or compensation for wrong to it, where the property is situated (s. 16) — with a proviso allowing suits for relief obtainable through the defendant's personal obedience where he resides; other suits where the defendant resides or carries on business, or where the cause of action wholly or partly arises (s. 20).	TQ 18, TQ 20, TQ 22	PYQ 2021-Dec, 2022-Jun, 2022-Dec	L6, pp. 188, 199

Topic 6 Set-off, Counter-claim and Equitable Set-off

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	Set-off (Order VIII, r. 6): the defendant claims an ascertained sum legally recoverable from the plaintiff, within the court's pecuniary jurisdiction, in a suit for recovery of money; it operates as a cross-suit and the court passes one decree for the balance. Counter-claim (r. 6A): any claim, money or otherwise, arising before the defence is filed, treated as a cross-suit and tried even if the plaintiff's suit is withdrawn.	TQ 1, TQ 11, TQ 25	PYQ 2013-Jun, 2019-Dec, 2023-Dec	L6, p. 199

Topic 7 Temporary Injunctions

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
7.1	Temporary injunction (Order XXXIX): granted where property in dispute is in danger of being wasted, damaged or alienated, the defendant threatens to dispose of it to defraud creditors, or threatens to dispossess or injure the plaintiff; the plaintiff must show a prima facie case, balance of convenience and irreparable loss — Sunny's rare antique qualifies.	TQ 8, TQ 15, TQ 17, CSQ 6	PYQ 2019-Jun, 2021-Aug, 2021-Dec, 2025-Dec	L6, p. 200

Topic 9 Important Stages in Proceedings of a Suit

5 Scanner questions · ICSI appearances PYQ 5

Ref	One-liner for the student	Scanner Q	Asked in	SM source
9.1	Summons (Order V): served by the court through its officer, registered post, speed post, courier or fax/email approved by the High Court; if the defendant cannot be found or refuses, by affixing on the door, and where the court is satisfied that he is keeping out of the way, by substituted service — affixing in the court-house and at his residence, or publication in a newspaper — which is as effectual as personal service, with time fixed for appearance.	TQ 4, TQ 21	PYQ 2012-Dec, 2022-Dec	L6, p. 205
9.2	Remedies against an ex parte decree: application to set it aside (Order IX, r. 13) on showing that summons was not duly served or sufficient cause prevented appearance; appeal (s. 96(2)); review (Order XLVII); or a suit for fraud.	TQ 5, TQ 7, TQ 19	PYQ 2013-Jun, 2018-Dec, 2022-Jun	L6, p. 207

Topic 10 Reference, Review and Revision

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
10.1	Reference (s. 113; Order XLVI): a subordinate court refers a question on the validity of an Act to the High Court. Review (s. 114; Order XLVII): by the same court that passed the decree, on discovery of new evidence, a mistake or error apparent on the record, or other sufficient reason. Revision (s. 115): by the High Court, of a case decided by a subordinate court where no appeal lies, for want or excess of jurisdiction or material irregularity.	TQ 1, TQ 2, TQ 23	PYQ 2013-Jun, 2019-Jun, 2023-Jun	L6, pp. 212 – 213

Topic 11 Summary Proceedings/Procedure

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
11.1	Summary procedure (Order XXXVII): for suits on bills of exchange, hundis, promissory notes, written contracts for a liquidated sum, enactments and guarantees; the defendant cannot defend without leave, which is granted if he shows a substantial defence or triable issue; without leave the plaintiff is entitled to a decree.	TQ 9	PYQ 2019-Jun	L6, p. 215

Topic 12 Commercial Courts Act, 2015

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
12.1	Specified value under the Commercial Courts Act, 2015 (s. 12): money claims — the sum with interest to the date of filing; movables — market value on filing; immovables — market value; intangible rights — market value as estimated by the plaintiff; counter-claims — the value of the counter-claim; aggregate value for appeals and applications.	TQ 26	PYQ 2025-Dec	L6, p. 222

Topic 1 Aim and Scope of Civil Procedure

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	Civil courts are the Supreme Court, High Courts, District Courts and subordinate civil courts (civil judges, senior and junior division), with small-causes courts. A suit lies where the defendant resides or carries on business or where the cause of action arises wholly or in part (s. 20); stay of suit (s. 10) applies to the later suit on the same matter in issue; a matter finally decided between the same parties cannot be re-agitated (res judicata, s. 11); suits on negotiable instruments may proceed summarily under Order XXXVII.	CSQ 7	PYQ 2026-Jun	L6, pp. 192, 195, 199, 215
1.2	Misplaced questions: A, a warehouse-keeper entrusted with Z's furniture who dishonestly sells it, commits criminal breach of trust; Anand, who falsely claims to have cleared the civil services and so induces Param to supply goods on credit, cheats (s. 318, BNS); B's well that cuts A's water supply causes damage without infringing a legal right — damnum sine injuria, not actionable.	CSQ 2, CSQ 5, CSQ 3	PYQ 2021-Dec, 2025-Jun, 2024-Jun	L7, pp. 258, 261; L5, p. 163

Part B — Chapter 6 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. No line in this chapter reaches ★★★; every pointer has been asked fewer than six times.

Law relating to Civil Procedure

#	One-liner	Weight	Part A ref
1	Decree: conclusive formal adjudication in a suit; decree-holder v. judgment-debtor.	★	2.1
2	Only the legislature confers jurisdiction (A.R. Antulay); kinds of jurisdiction.	★	2.2
3	Minors sue by next friend, defend by guardian ad litem; election on majority.	★	2.3
4	Res sub judice (s. 10): later suit stayed.	★★	3.1
5	Res judicata (s. 11) and constructive res judicata; consent decree not res judicata.	★★	4.1
6	Place of suing: ss. 15, 16 (property), 20 (residence or cause of action).	★★	5.1
7	Set-off v. counter-claim (Order VIII rr. 6, 6A).	★★	6.1
8	Temporary injunction: prima facie case, balance of convenience, irreparable loss.	★★	7.1
9	Summons and substituted service; remedies against ex parte decree.	★★	9.1, 9.2
10	Reference, review, revision.	★★	10.1
11	Summary suit: leave to defend (Order XXXVII).	★	11.1
12	Commercial Courts Act: specified value (s. 12).	★	12.1
13	Integrated case on jurisdiction, stay, res judicata and summary suit.	★	1.1
14	Misplaced questions: criminal breach of trust, cheating, damnum sine injuria.	★★	1.2

CHAPTER 7

Laws relating to Crime and its Procedure

78 Scanner questions · 26 one-liners · 17 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Laws relating to Crime and its Procedure

SM Lesson 7, pages 229 – 274

Topic 1 The Stages of Crime

10 Scanner questions · ICSI appearances PYQ 1 · Not yet asked 9

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	The Bharatiya Nyaya Sanhita, 2023 (BNS), in force from 1 July 2024, replaces the IPC with a domestic, consolidated code — new offences (organised crime, terrorism, mob lynching, snatching), community service as punishment, gender-neutral and technology-aware definitions — and widens extra-territorial jurisdiction to offences by Indians abroad and on Indian ships and aircraft and to offences targeting computer resources in India. On repeal of the IPC, s. 6 of the General Clauses Act saves acts done, liabilities incurred and pending proceedings, which continue under the old law.	NQ 1, NQ 2, TQ 1	Not yet asked; PYQ 2025-Jun	L7, p. 230; L3, p. 126
1.2	Four stages of crime: intention, preparation, attempt and commission. Intention and preparation are generally not punishable (preparation is punished only for grave offences such as waging war or dacoity); attempt is punishable — specific attempts in their own sections (attempt to murder), and others under the general attempt section, with half the longest term for the offence. Preparation is devising the means; attempt is a direct act towards commission after preparation is complete.	NQ 3, NQ 4, NQ 5, NQ 6	Not yet asked	L7, pp. 229 – 230
1.3	A crime needs a human being, mens rea (guilty mind — intention, knowledge, recklessness, negligence), actus reus (a guilty act or omission) and resulting injury, with the two concurring. The BNS builds mens rea into each offence through words such as ‘dishonestly’, ‘fraudulently’, ‘voluntarily’, ‘intentionally’ and ‘knowingly’; strict-liability offences dispense with it.	NQ 10, NQ 11, NQ 12	Not yet asked	L7, pp. 233 – 234

Topic 2 Type of Punishments

4 Scanner questions · ICSI appearances PYQ 1 · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
2.1	Punishments under the BNS (s. 4): death, imprisonment for life, rigorous or simple imprisonment, forfeiture of property, fine, and community service — unpaid work for the benefit of the community, for minor offences such as theft of property below ₹5,000 by a first offender who returns or restores it, petty misappropriation, defamation, attempt to commit suicide to compel a public servant, and misconduct in public by a drunken person. Fine is a criminal punishment imposed by a court on conviction; penalty is a wider pecuniary sanction, often civil or administrative, imposed by authorities under statute.	NQ 7, NQ 8, NQ 9, CSQ 1	Not yet asked; PYQ 2025-Jun	L7, pp. 231, 237

Topic 3 Classes of Criminal Courts

5 Scanner questions · ICSI appearances PYQ – · Not yet asked 5

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.1	Cognizable offence: police may register an FIR, investigate and arrest without warrant — the graver offences (murder, rape, dacoity); non-cognizable: police may investigate only with a Magistrate's order and arrest only with a warrant — the less serious ones. Cognizable offences are treated more seriously because of the immediate threat they pose.	NQ 13, NQ 14	Not yet asked	L7, p. 235
3.2	Criminal courts under the BNSS (s. 6): Courts of Session, Judicial Magistrates of the first and second class, Chief Judicial Magistrates and Executive Magistrates, besides High Courts and the Supreme Court; Metropolitan Magistrates have been abolished for a uniform structure. Judicial Magistrates try offences; Executive Magistrates exercise administrative and preventive powers (public order, security proceedings).	NQ 15, NQ 16, NQ 17	Not yet asked	L7, pp. 235, 237

Topic 4 Power of Courts

6 Scanner questions · ICSI appearances PYQ – · Not yet asked 6

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	Sentencing powers (BNSS ss. 22 – 23): High Court — any sentence; Sessions Judge — any sentence, death subject to confirmation by the High Court; Assistant Sessions Judge — up to 10 years; Chief Judicial Magistrate — up to 7 years; Magistrate of the first class — up to 3 years and fine up to ₹50,000 (or community service); second class — up to 1 year and fine up to ₹10,000. Imprisonment in default of fine may be added beyond these limits within limits (s. 24); for several offences at one trial, sentences run consecutively unless ordered concurrently (s. 25).	NQ 18, NQ 19, NQ 20	Not yet asked	L7, p. 237

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.2	Inherent powers of the High Court (BNSS s. 528) preserved to give effect to orders, prevent abuse of process and secure the ends of justice — used sparingly where no other remedy exists and not against express provisions (Madhu Limaye v. State of Maharashtra).	NQ 21, NQ 22, NQ 23	Not yet asked	L7, p. 238

Topic 5 Arrest of Persons

3 Scanner questions · ICSI appearances PYQ – · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
5.1	Arrest without warrant (BNSS s. 35): for cognizable offences committed in the officer's presence, or on credible information of offences punishable up to 7 years where arrest is necessary (to prevent further offence, ensure investigation, prevent tampering) — reasons recorded; otherwise a notice of appearance (Arnesh Kumar). Procedure (ss. 36 – 38): officer bears clear identification, prepares an arrest memo attested by a witness, informs a relative, and the person may meet an advocate. A private person may arrest a person committing a non-bailable cognizable offence in his presence, or a proclaimed offender, and must hand him to the police without delay (s. 40); a Magistrate may arrest for an offence in his presence (s. 41).	NQ 24, NQ 25, NQ 26	Not yet asked	L7, pp. 241, 270

Topic 6 Summons and Warrants

7 Scanner questions · ICSI appearances PYQ 2 · Not yet asked 5

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	Summons (BNSS ss. 63 – 65): in writing, in duplicate, signed and sealed by the court (or encrypted electronic form); served personally by a police officer or court official, the person signing the duplicate; on a company by service on a director, manager, secretary or other officer, or by registered post addressed to its chief officer in India — service being deemed when the letter would arrive in the ordinary course of post; on a firm or association on a partner or by registered post.	TQ 2, NQ 27, NQ 28, CSQ 5	PYQ 2025-Jun, 2026-Jun; Not yet asked	L7, p. 243
6.2	Proclamation (BNSS s. 84): where a person against whom a warrant is issued has absconded or is concealing himself, the court publishes a written proclamation requiring him to appear within at least 30 days; attachment of his movable or immovable property may follow (s. 85), as security for his appearance — together they secure the accused's presence and the integrity of the trial.	NQ 29, NQ 30, NQ 31	Not yet asked	L7, p. 244

Topic 7 Summons to Produce

3 Scanner questions · ICSI appearances PYQ – · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
7.1	Summons to produce (BNSS s. 94): a court or officer in charge of a police station may require any person to produce a document, electronic communication or thing needed for investigation or trial — a cooperative, non-intrusive step; a search warrant (ss. 96 – 101) authorises entry and search where production cannot be secured.	NQ 32, NQ 33, NQ 34	Not yet asked	L7, p. 243

Topic 8 Search Warrant

3 Scanner questions · ICSI appearances PYQ – · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
8.1	Search warrant (BNSS s. 96): issued where a summons to produce would not be obeyed, the thing is not known to be in anyone's possession, or a general search is needed; a District or Sub-divisional Magistrate or first-class Magistrate may order search of a place used for stolen property or forged documents (s. 97). Safeguards: search before independent witnesses, audio-video recording, a list of things seized signed by witnesses.	NQ 35, NQ 36, NQ 37	Not yet asked	L7, pp. 245, 255

Topic 9 Compounding of Offences

5 Scanner questions · ICSI appearances PYQ – · Not yet asked 5

Ref	One-liner for the student	Scanner Q	Asked in	SM source
9.1	Summary trial (BNSS ss. 283 – 285): by a CJM or first-class Magistrate, for offences not punishable with death, life or imprisonment over 2 years, theft and receiving stolen property up to ₹20,000, and similar petty offences; summons-case procedure; no sentence of imprisonment over 3 months; reasons recorded if the Magistrate decides to try regularly — quick disposal of minor cases.	NQ 38, NQ 39, NQ 40	Not yet asked	L7, p. 247
9.2	Compounding (BNSS s. 359): settling an offence by the victim and accused; certain offences compoundable without the court's permission, others (such as voluntarily causing grievous hurt, criminal breach of trust by a clerk) only with it, by the person specified; composition has the effect of acquittal.	NQ 41, NQ 42	Not yet asked	L7, p. 247

Topic 10 Bail

6 Scanner questions · ICSI appearances PYQ – · Not yet asked 6

Ref	One-liner for the student	Scanner Q	Asked in	SM source
10.1	Bail (BNSS s. 478): in bailable offences bail is a right; an undertrial who has served half (one-third for a first offender) of the maximum term is released on bond. Anticipatory bail (s. 482): a person apprehending arrest for a non-bailable offence may apply to the High Court or Court of Session, with conditions — available for interrogation, no inducement to witnesses, not to leave India. On a surety becoming insolvent or dying, fresh security may be directed (s. 493).	NQ 43, NQ 44, NQ 45	Not yet asked	L7, pp. 235, 249
10.2	Limitation for cognizance (BNSS ss. 513 – 519): 6 months for fine only, 1 year for imprisonment up to 1 year, 3 years for imprisonment over 1 year up to 3 years; no limit for graver offences; time excluded for prosecutions pending elsewhere and periods of absence; a continuing offence gives a fresh period every moment; the court may extend time in the interests of justice (s. 519).	NQ 46, NQ 47, NQ 48	Not yet asked	L7, p. 250

Topic 11 Offences Against Property

5 Scanner questions · ICSI appearances PYQ 2 · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
11.1	Theft (BNS s. 303): dishonest moving of movable property out of another's possession without consent; snatching (s. 304): sudden and quick seizure of movable property; extortion (s. 308): intentionally putting a person in fear of injury to himself or another (including reputation) and dishonestly inducing delivery of property or a valuable security — Priya extorted the ₹50,000 cheque from Neha.	NQ 49, NQ 50, CSQ 3	Not yet asked; PYQ 2025-Dec	L7, pp. 252 – 253
11.2	Robbery (BNS s. 309): theft or extortion accompanied by causing or attempting death, hurt or wrongful restraint, or fear of instant harm; dacoity (s. 310): robbery by five or more persons conjointly. Where murder is committed in dacoity, every member is liable to death, life or rigorous imprisonment of not less than 10 years — all six who looted Soni's shop.	NQ 51, CSQ 2	Not yet asked; PYQ 2025-Dec	L7, pp. 254 – 255

Topic 12 Criminal Misappropriation of Property

3 Scanner questions · ICSI appearances PYQ – · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
12.1	Dishonest misappropriation (BNS s. 314): dishonestly converting to one's own use movable property that came into one's possession innocently (finding); s. 315 aggravates it for property of a deceased person in the custody of no one entitled. Theft takes property out of another's possession; misappropriation is dishonest conversion after an innocent taking.	NQ 52, NQ 53, NQ 54	Not yet asked	L7, pp. 255, 257

Topic 13 Criminal Breach of Trust

5 Scanner questions · ICSI appearances PYQ 2 · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
13.1	Criminal breach of trust (BNS s. 316): entrustment with property or dominion over it, and dishonest misappropriation, conversion, use or disposal in violation of law or contract; aggravated for carriers and warehouse-keepers, clerks and servants, and public servants, bankers, agents and attorneys (up to life). An executor who disobeys the will, or a servant who secretly sells goods entrusted to him, commits it — entrustment gives no right to dispose of the property.	NQ 55, NQ 56, NQ 57, CSQ 4, CSQ 7	Not yet asked; PYQ 2025-Dec, 2026-Jun	L7, p. 258

Topic 14 Fraudulent Deeds and Dispositions of Property

7 Scanner questions · ICSI appearances PYQ 1 · Not yet asked 6

Ref	One-liner for the student	Scanner Q	Asked in	SM source
14.1	Fraudulent deeds and dispositions (BNS ss. 320 – 322): dishonest removal or concealment of property to prevent its distribution among creditors; fraudulently preventing a debt or demand being made available to creditors; dishonestly executing a transfer containing a false statement of consideration — protecting creditors and honest conveyancing.	NQ 58, NQ 59, NQ 60	Not yet asked	L7, pp. 263 – 264
14.2	Forgery (BNS s. 336): making a false document or electronic record, with intent to cause damage, support a claim, cause parting with property or commit fraud; punishment up to 2 years, up to 7 years for cheating, up to 3 years to harm reputation, and higher for valuable securities, wills and public records. A document genuinely issued by the authority concerned is not a false document; without proof that the accused made or altered it, forgery is not established.	NQ 61, NQ 62, CSQ 6	Not yet asked; PYQ 2026-Jun	L7, p. 265
14.3	Property mark (BNS s. 345): a mark denoting that movable property belongs to a particular person; using a false property mark to make it appear that goods belong to someone else is an offence.	NQ 63	Not yet asked	L7, p. 266

Topic 15 Defamation

3 Scanner questions · ICSI appearances PYQ – · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
15.1	Defamation (BNS s. 356): making or publishing an imputation concerning a person, by words, signs or visible representations, intending or knowing it will harm his reputation — libel in permanent form, slander in spoken form, both criminal. Exceptions include truth for the public good, fair comment on public conduct and works, reports of proceedings, censure by a lawful authority, accusation in good faith to an authority, and caution in good faith; community service is now a punishment option.	NQ 64, NQ 65, NQ 66	Not yet asked	L7, p. 267

Topic 16 General Exceptions

3 Scanner questions · ICSI appearances PYQ – · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
16.1	General exceptions (BNS ss. 14 – 44) excuse acts otherwise offences: mistake of fact, judicial and accidental acts, necessity, incapacity — a child below 7, a child of 7 – 12 of immature understanding, unsoundness of mind, involuntary intoxication (ss. 20 – 24) — consent, and private defence of body and property (ss. 34 – 44), which may extend to causing death against assault reasonably causing apprehension of death or grievous hurt, rape, kidnapping, robbery, house-breaking by night and arson.	NQ 67, NQ 68, NQ 69	Not yet asked	L7, p. 265

Part B — Chapter 7 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. Questions on topics not yet asked (NQ) carry no weight. No line in this chapter reaches ★★★; every pointer has been asked fewer than six times.

Laws relating to Crime and its Procedure

#	One-liner	Weight	Part A ref
1	BNS replaces IPC from 1 July 2024; repeal saves pending matters (GCA s. 6); wider extra-territorial reach.	★	1.1
2	Stages: intention, preparation (rarely punished), attempt (punished), commission.	–	1.2
3	Crime = mens rea + actus reus; BNS uses 'dishonestly', 'fraudulently', etc.	–	1.3
4	Punishments include community service for petty offences (theft < ₹5,000 restored).	★	2.1
5	Cognizable v. non-cognizable; courts under BNSS; Metropolitan Magistrates abolished.	–	3.1, 3.2
6	Sentencing powers: CJM 7 years, first class 3 years / ₹50,000; inherent powers of High Court (s. 528).	–	4.1, 4.2
7	Arrest without warrant (s. 35), arrest memo and rights (ss. 36 – 38), private arrest (s. 40).	–	5.1
8	Summons: personal service; company via officer or registered post (s. 65); proclamation and attachment (ss. 84 – 85).	★	6.1, 6.2
9	Summons to produce (s. 94) v. search warrant (s. 96); search for stolen property (s. 97).	–	7.1, 8.1
10	Summary trial: petty offences, sentence ≤ 3 months; compounding (s. 359).	–	9.1, 9.2
11	Bail (s. 478), anticipatory bail (s. 482); limitation 6 months / 1 year / 3 years.	–	10.1, 10.2
12	Theft, snatching, extortion; robbery and dacoity (five or more).	★	11.1, 11.2
13	Dishonest misappropriation (s. 314); deceased's property (s. 315).	–	12.1
14	Criminal breach of trust (s. 316): entrustment + dishonest misappropriation.	★	13.1
15	Fraudulent dispositions (ss. 320 – 322); forgery (s. 336); property mark (s. 345).	★	14.1, 14.2, 14.3
16	Defamation (s. 356) and its exceptions.	–	15.1
17	General exceptions; incapacity; private defence and when it extends to death.	–	16.1

CHAPTER 8

Law relating to Evidence

42 Scanner questions · 13 one-liners · 12 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Law relating to Evidence

SM Lesson 8, pages 275 – 300

Topic 1 Judicial Proceedings

6 Scanner questions · ICSI appearances PYQ – · Not yet asked 6

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	The law of evidence governs how courts ascertain facts: what may be proved, by whom, how and with what effect. The Bharatiya Sakshya Adhiniyam, 2023 (BSA), in force from 1 July 2024, replaces the Indian Evidence Act, 1872 — same scheme, renumbered and modernised: electronic and digital records as documents and primary evidence, video-recorded statements, and procedural safeguards for a fair trial.	NQ 1, NQ 2, NQ 3	Not yet asked	L8, p. 292
1.2	The BSA applies to judicial proceedings before courts (not affidavits or arbitration). 'Evidence' (s. 2) means oral evidence — statements made by witnesses, including electronically — and documentary evidence, including electronic records. Civil cases are decided on preponderance of probability; criminal cases need proof beyond reasonable doubt.	NQ 4, NQ 5, NQ 6	Not yet asked	L8, pp. 287, 292

Topic 3 Classification of Relevant Facts

6 Scanner questions · ICSI appearances PYQ – · Not yet asked 6

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.1	Logical relevance is connection by reasoning; legal relevance is relevance declared by the Act (ss. 3 – 50) — only legally relevant facts are admissible, and admissibility also depends on other rules (privilege, hearsay). Facts in issue (s. 2) are those from which a right or liability necessarily follows; issues of fact are framed by the court under the CPC. Relevant facts are classified as closely connected facts, admissions and confessions, statements by persons who cannot be called, judgments, opinions of third persons and character.	NQ 7, NQ 8, NQ 9, NQ 10	Not yet asked	L8, pp. 277 – 278
3.2	Statements by persons who cannot be called as witnesses (dead, untraceable, incapable) are relevant in specified cases — dying declarations, statements in the course of business, against interest, on public rights (s. 26); judgments of courts are relevant to bar a second suit or trial, or as judgments in rem; admissions bind the party making them but are not conclusive.	NQ 11, NQ 12	Not yet asked	L8, p. 284

Topic 4 Fundamental Rules

3 Scanner questions · ICSI appearances PYQ – · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	Fundamental rules: evidence may be given only of facts in issue and relevant facts; and the best evidence must be given. Presumptions: of law (conclusive or rebuttable — a child under seven cannot commit a crime) and of fact ('may presume', rebuttable — possession of stolen goods soon after theft).	NQ 13, NQ 14, NQ 15	Not yet asked	L8, p. 295

Topic 5 Closely Connected Facts

4 Scanner questions · ICSI appearances PYQ 1 · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
5.1	Closely connected facts: facts forming part of the same transaction — res gestae (s. 4); occasion, cause or effect (s. 5); motive, preparation and previous or subsequent conduct (s. 6) — the profit-sharing dispute is motive and Amir's purchase of poison and conduct after Bhanu's death are relevant; facts explaining or introducing facts in issue, things said or done by conspirators, facts inconsistent with or making probable a fact in issue, and facts showing state of mind (ss. 7 – 14).	NQ 16, NQ 17, NQ 18, CSQ 2	Not yet asked; PYQ 2025-Dec	L8, pp. 280 – 281

Topic 6 Admissions and Confessions

3 Scanner questions · ICSI appearances PYQ – · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	Admission (ss. 15 – 25): an oral, documentary or electronic statement suggesting an inference about a fact in issue, by a party or his agent; relevant against its maker. Confession: an admission by an accused of the offence — a species of admission; inadmissible if caused by inducement, threat or coercion, or made to a police officer or in police custody unless before a Magistrate (s. 22, s. 23), save that facts discovered in consequence of information from the accused may be proved.	NQ 19, NQ 20, NQ 21	Not yet asked	L8, pp. 284 – 285

Topic 7 Opinion of Third Persons

4 Scanner questions · ICSI appearances PYQ 1 · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
7.1	Opinions of experts (s. 39) on foreign law, science, art, handwriting, finger impressions and electronic evidence (Examiner of Electronic Evidence) are relevant; facts supporting or contradicting them are relevant (s. 40); opinions of persons acquainted with a handwriting, of persons on general customs, usages, relationships and the grounds of opinion are also relevant (ss. 41 – 45). An expert's opinion is relevant but not conclusive and needs corroboration — the court may compare the signature itself.	NQ 22, NQ 23, NQ 24, CSQ 1	Not yet asked; PYQ 2025-Jun	L8, p. 289

Topic 8 Facts of which evidence cannot be given (Privileged Communications)

3 Scanner questions · ICSI appearances PYQ – · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
8.1	Privileged communications: communications between spouses during marriage (s. 128, except in suits between them or prosecutions for offences against the other); affairs of State (s. 129); official communications (s. 130); sources of information about offences given to a Magistrate or police (s. 131); professional communications between client and advocate (ss. 132 – 134), unless in furtherance of crime or fraud.	NQ 25, NQ 26, NQ 27	Not yet asked	L8, p. 291

Topic 9 Oral, Documentary and Circumstantial Evidence

3 Scanner questions · ICSI appearances PYQ – · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
9.1	Oral evidence must be direct — of what the witness saw, heard or perceived (s. 55); documents are proved by primary evidence (the document itself, including electronic records from proper custody) or, where the original is lost, in the adverse party's possession, or a public document, by secondary evidence (certified copies, copies by mechanical process, oral accounts) (ss. 57 – 60). Circumstantial evidence must form a complete chain consistent only with guilt.	NQ 28, NQ 29, NQ 30	Not yet asked	L8, pp. 293 – 294

Topic 10 Presumptions

3 Scanner questions · ICSI appearances PYQ – · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
10.1	A presumption is an inference the court draws, shifting the burden of proof: presumptions of law — conclusive ('shall be conclusive proof') or rebuttable ('shall presume'); presumptions of fact — 'may presume', always rebuttable; mixed presumptions of law and fact.	NQ 31, NQ 32, NQ 33	Not yet asked	L8, p. 295

Topic 11 Estoppel

4 Scanner questions · ICSI appearances PYQ 1 · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
11.1	Estoppel (BSA s. 121): where a person by declaration, act or omission intentionally causes another to believe a thing true and act on it, he and his representative may not deny its truth in any proceeding. Kinds: by record, by deed, by conduct (in pais), promissory, by silence or acquiescence; and tenant's estoppel (s. 122).	NQ 34, NQ 35, NQ 36, CSQ 3	Not yet asked; PYQ 2026-Jun	L8, p. 296

Topic 12 Electronic Evidence (e-Evidence)

3 Scanner questions · ICSI appearances PYQ – · Not yet asked 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
12.1	Electronic records are documents (s. 2(1)(d)); a computer output is admissible without the original if the conditions of s. 63(2) are met — produced by a computer regularly used, information regularly fed, computer operating properly, and the output derived from information fed in the ordinary course — and it is accompanied by a certificate under s. 63(3) signed by the person in charge and an expert, identifying the record and the device.	NQ 37, NQ 38, NQ 39	Not yet asked	L8, pp. 297 – 298

Part B — Chapter 8 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. Questions on topics not yet asked (NQ) carry no weight. No line in this chapter reaches ★★★; every pointer has been asked fewer than six times.

Law relating to Evidence

#	One-liner	Weight	Part A ref
1	BSA 2023 replaces the Evidence Act: same scheme, electronic records as documents.	–	1.1
2	Evidence: oral and documentary; civil — preponderance of probability; criminal — beyond reasonable doubt.	–	1.2
3	Logical v. legal relevance; relevancy v. admissibility; facts in issue.	–	3.1
4	Statements of persons who cannot be called; judgments; admissions.	–	3.2
5	Fundamental rules; presumptions of law and fact.	–	4.1, 10.1
6	Res gestae; motive, preparation and conduct (ss. 4 – 6).	★	5.1
7	Admission v. confession; no confession to police (ss. 22 – 23).	–	6.1
8	Expert opinion relevant, not conclusive; handwriting.	★	7.1
9	Privileges: spouses, State, sources, advocate–client.	–	8.1
10	Direct oral evidence; primary v. secondary evidence; circumstantial chain.	–	9.1
11	Estoppel (s. 121) and its kinds.	★	11.1
12	Electronic records: s. 63(2) conditions and s. 63(3) certificate.	–	12.1

CHAPTER 9

Law relating to Specific Relief

20 Scanner questions · 13 one-liners · 10 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Law relating to Specific Relief

SM Lesson 9, pages 301 – 324

Topic 1 Specific Reliefs and Defences

5 Scanner questions · ICSI appearances PYQ 5

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	Specific performance compels a party to do what he promised (a positive act); an injunction restrains a party from doing an act (or, if mandatory, compels undoing it). Specific performance is for contracts; injunctions protect any legal right, contractual or not.	TQ 1, TQ 2, TQ 4	PYQ 2012-Dec, 2013-Jun, 2019-Jun	L9, pp. 304, 316
1.2	Judicial remedies (damages, injunction, specific restitution) are obtained from a court; extra-judicial remedies (self-defence, re-entry, re-caption, abatement) are self-help without a court. An admission is any statement suggesting an inference as to a fact in issue, by any party; a confession is an admission of guilt by an accused, a species of admission. A condition precedent must be fulfilled before an interest vests; a condition subsequent divests an interest already vested.	TQ 3	PYQ 2013-Dec	L5, p. 183; L8, p. 284
1.3	A person entitled to possession of specific movable property may recover it (s. 7), but a pledgor who has not repaid the loan is not entitled to possession — X cannot recover his bike from Z without paying the debt.	CSQ 4	PYQ 2024-Jun	L9, p. 303

Topic 2 Specific Performance of Contracts

5 Scanner questions · ICSI appearances PYQ 5

Ref	One-liner for the student	Scanner Q	Asked in	SM source
2.1	Specific performance may be enforced against either party and persons claiming under him by a later title, except a bona fide transferee for value without notice; a person with a title arising before the contract which could have displaced it; a new or amalgamated company; and a company's promoters' contracts warranted by its terms (s. 19).	TQ 6	PYQ 2019-Jun	L9, p. 308

Ref	One-liner for the student	Scanner Q	Asked in	SM source
2.2	Specific performance of part of a contract (s. 12): ordered where the unperformable part is small and can be compensated in money (98 of 100 bighas — B gets the 98 with compensation); where it is large, the buyer may elect to take the available part on paying the whole price without compensation, or rescind — Bharat, with only 25 of 50 bighas, must elect.	CSQ 1, CSQ 8	PYQ 2018-Dec, 2025-Jun	L9, p. 304
2.3	A minor's agreement is void (Mohori Bibee); the car owner cannot recover on the promissory note even though the minor misrepresented his age, but equity may order restitution of the car still in the minor's possession (Leslie v. Sheill; s. 33, Specific Relief Act).	CSQ 2	PYQ 2019-Jun	L16, p. 568
2.4	Temporary requisition of the land does not make the contract of sale impossible or destroy its foundation; the doctrine of frustration (s. 56, Contract Act) does not apply and A remains bound (Satyabrata Ghose v. Mugneeram Bangur).	CSQ 6	PYQ 2024-Jun	L16, p. 587

Topic 3 Unenforceable Contracts

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.1	Contracts not specifically enforceable (s. 14, as amended in 2018): where a party has obtained substituted performance; contracts involving continuous duty the court cannot supervise; contracts so dependent on personal qualifications that the court cannot enforce material terms; and contracts determinable by nature.	TQ 7, TQ 8, TQ 12	PYQ 2019-Dec, 2020-Dec, 2022-Jun	L9, p. 306
3.2	Personal bars (s. 16): specific performance is refused to a person who obtained substituted performance, has become incapable of performing or violates an essential term, acts in fraud of or at variance with the contract, or fails to prove he has performed or is ready and willing to perform his essential terms.	TQ 11	PYQ 2021-Dec	L9, p. 307

Topic 4 Rescission of Contracts

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	Rescission of a contract (s. 27): available where it is voidable or terminable by the plaintiff, or unlawful for causes not apparent on its face with the defendant more to blame. A's concealment of a right of way known only to him makes the sale voidable at B's option, so B may rescind.	CSQ 7	PYQ 2024-Dec	L9, p. 312

Topic 5 Cancellation of Instruments

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
5.1	Rectification (s. 26): correcting a written instrument that, through fraud or mutual mistake, does not express the parties' real intention; cancellation (s. 31): adjudging void or voidable an instrument which, if left outstanding, may cause serious injury — the court orders it delivered up and cancelled.	TQ 5	PYQ 2022-Jun	L9, pp. 311, 313

Topic 7 Preventive Relief

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
7.1	Perpetual injunction (s. 38): granted by decree to prevent breach of an obligation in the plaintiff's favour; where the defendant invades the plaintiff's right to or enjoyment of property — as trustee, where no standard exists to ascertain damage, where compensation would not be adequate, or to prevent multiplicity of proceedings.	TQ 9, TQ 10	PYQ 2020-Dec, 2021-Aug	L9, p. 316

Topic 11 Injunction to perform Negative Agreement

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
11.1	Injunction to perform a negative agreement (s. 42): where a contract has an affirmative promise that cannot be specifically enforced and a negative covenant, the court may restrain breach of the negative covenant (Lumley v. Wagner) — Manoj may restrain Abhinav from painting elsewhere and M may restrain L from singing at the other theatre, though neither can be compelled to perform.	CSQ 3, CSQ 5	PYQ 2023-Dec, 2024-Jun	L9, p. 316

Part B — Chapter 9 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. No line in this chapter reaches ★★★; every pointer has been asked fewer than six times.

Law relating to Specific Relief

#	One-liner	Weight	Part A ref
1	Specific performance compels; injunction restrains.	★★	1.1
2	Judicial v. extra-judicial remedies; admission v. confession; condition precedent v. subsequent.	★	1.2
3	Recovery of movables (s. 7): pledgor must repay first.	★	1.3
4	Against whom specific performance lies (s. 19); part performance (s. 12).	★★	2.1, 2.2
5	Not specifically enforceable (s. 14); personal bars (s. 16).	★★	3.1, 3.2
6	Rescission for voidable contracts (s. 27).	★	4.1
7	Rectification (s. 26) v. cancellation (s. 31).	★	5.1
8	Perpetual injunction (s. 38).	★	7.1
9	Negative covenant enforced by injunction (s. 42; Lumley v. Wagner).	★	11.1
10	Minor's fraud: no contract, restitution of goods; requisition does not frustrate a sale.	★	2.3, 2.4

CHAPTER 10

Law relating to Limitation

24 Scanner questions · 10 one-liners · 9 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Law relating to Limitation

SM Lesson 10, pages 325 – 350

Topic 2 Bar of Limitation

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
2.1	Limitation bars the remedy, not the right (except under s. 27, where the right to property is extinguished): a time-barred debt may still be paid, adjusted or acknowledged. Section 3 is mandatory: every suit, appeal or application after the period shall be dismissed even if limitation is not pleaded — but a decree passed on a time-barred suit is not void for want of jurisdiction; it is merely erroneous and must be challenged in appeal.	TQ 2, TQ 17, TQ 7, TQ 13	PYQ 2019-Jun, 2024-Jun, 2021-Aug, 2023-Jun	L10, pp. 333, 337

Topic 4 Doctrine of sufficient cause

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	Sufficient cause (s. 5): the court may admit an appeal or application (not a suit, nor an application under Order XXI CPC) after the period if the applicant shows sufficient cause for delay — judged on the facts of each case, liberally and individually, with bona fides and absence of negligence the key (R.B. Ramlingam v. R.B. Bhuvaneswari).	TQ 5, TQ 18	PYQ 2020-Dec, 2025-Jun	L10, p. 326

Topic 5 Persons under legal disability

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
5.1	Legal disability (ss. 6 – 8): a minor, insane or idiot entitled to sue when the period begins may sue within the same period after the disability ceases; if he dies under disability, his legal representative may sue within the same period from death; where one of several jointly entitled persons can give a valid discharge without the others, time runs against all (s. 7); and no extension may exceed three years from cessation of the disability or death (s. 8). Akash (13, three-year period) may sue up to age 21; Aman (8, twelve years) may sue until 21 — the later of the ordinary period and three years after majority; Manoj's 15-year-old son's time runs from his majority, subject to the same cap.	TQ 4, TQ 15, CSQ 2, CSQ 3	PYQ 2019-Dec, 2023-Dec, 2018-Dec, 2024-Dec	L10, p. 327

Topic 6 Continuous running of time

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	Continuous running of time (s. 9): once time has begun to run, no subsequent disability or inability to sue stops it — except that where letters of administration to a creditor's estate are granted to his debtor, time stops while the administration continues.	TQ 11, TQ 20	PYQ 2022-Dec, 2025-Dec	L10, p. 328

Topic 7 Computation of period of limitation

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
7.1	Computation (s. 12): exclude the day from which the period is reckoned, the day of the judgment complained of, and the time needed to obtain a copy of the decree, judgment or order appealed from (only time actually requisite after the application for the copy); ss. 13 – 15 exclude time for pauper applications, proceedings bona fide in a court without jurisdiction and stays.	TQ 1, TQ 10	PYQ 2012-Dec, 2022-Jun	L10, p. 329
7.2	Time spent prosecuting with due diligence, in good faith, another civil proceeding in a court which from defect of jurisdiction or other cause of like nature could not entertain it, is excluded (s. 14).	CSQ 4	PYQ 2026-Jun	L10, p. 329

Topic 8 Effect of acknowledgement on the Period of Limitation

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
8.1	Acknowledgment (s. 18): a written, signed acknowledgment of liability before the period expires gives a fresh period from its date; an oral acknowledgment or one after expiry does not. Payment on account of a debt or interest on a legacy, made before expiry by the debtor or his agent and evidenced in his handwriting or signed writing, also gives a fresh period from the payment (s. 19).	TQ 3, TQ 8, TQ 6	PYQ 2019-Jun, 2021-Aug, 2020-Dec	L10, pp. 331 – 332

Topic 9 Limitation and Writs under the Constitution

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
9.1	The Limitation Act does not apply to writ petitions under Arts. 32 and 226, but courts refuse relief for unexplained delay and laches, using the analogous limitation period as a guide.	TQ 14	PYQ 2023-Jun	L10, p. 333

Topic 10 The Schedule

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
10.1	The Schedule: shortest period 30 days (e.g. under the Code for certain applications) and 90 days for many appeals; longest 30 years (suits by a mortgagor to redeem or recover possession of mortgaged immovable property); 12 years for possession of immovable property based on title or on dispossession; 1 year for slander (from speaking or special damage), libel (from publication) and malicious prosecution (from acquittal or termination); 3 years where no period is provided elsewhere (from accrual) and for specific performance (from the date fixed, or when refusal is noticed — Valliammai v. K.P. Murali); 12 years for a landlord to recover possession from a tenant (from termination).	TQ 9, TQ 12, TQ 19, TQ 16	PYQ 2021-Dec, 2022-Dec, 2025-Dec, 2024-Jun	L10, pp. 339, 341

Topic 1 Introduction – Law relating to Limitation

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	Misplaced question: a petrol lorry driver who throws a lighted match while delivering petrol acts negligently in the course of employment, so the employer is vicariously liable (Century Insurance v. Northern Ireland Road Transport Board).	CSQ 1	PYQ 2013-Jun	L5, p. 169

Part B — Chapter 10 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. No line in this chapter reaches ★★★; every pointer has been asked fewer than six times.

Law relating to Limitation

#	One-liner	Weight	Part A ref
1	Limitation bars the remedy, not the right; s. 3 mandatory, but a time-barred decree is not void.	★★	2.1
2	Sufficient cause (s. 5): appeals and applications only; liberal, case-by-case.	★	4.1
3	Disability: same period after cessation; joint entitlement; max 3 years from cessation.	★★	5.1
4	Time once begun runs continuously (s. 9).	★	6.1
5	Exclusions: copy time (s. 12); wrong-court time in good faith (s. 14).	★★	7.1, 7.2
6	Written acknowledgment and part-payment before expiry restart time (ss. 18 – 19).	★★	8.1
7	Writs: no limitation, but laches.	★	9.1
8	Schedule periods: 30 years redemption, 12 years possession, 1 year defamation and malicious prosecution, 3 years residuary.	★★	10.1
9	Vicarious liability for a servant's careless act in the course of employment.	★	1.1

CHAPTER 11

Law relating to Arbitration, Mediation and Conciliation

54 Scanner questions · 21 one-liners · 15 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Law relating to Arbitration, Mediation and Conciliation

SM Lesson 11, pages 351 – 410

Topic 1 Essentials of Arbitral Process

12 Scanner questions · ICSI appearances PYQ 12

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	ADR — arbitration, conciliation, mediation, negotiation and Lok Adalat — supplements the courts, not replaces them: it offers procedural flexibility, privacy, speed, lower cost and party control, and works best in commercial, family, labour, consumer and neighbourhood disputes; courts refer suitable cases under s. 89 CPC.	TQ 5, TQ 14, TQ 16, TQ 32	PYQ 2013-Dec, 2016-Jun, 2017-Jun, 2021-Dec	L11, p. 404
1.2	Arbitration v. conciliation: an arbitrator decides and the award binds like a decree; a conciliator only assists parties to settle, and the settlement agreement binds only when signed. Arbitration needs a prior written agreement; conciliation can start on an invitation accepted by the other side; an arbitrator may act on evidence and law, a conciliator works informally.	TQ 1, TQ 2, TQ 3, TQ 19	PYQ 2012-Dec, 2014-Dec, 2019-Jun, 2018-Jun	L11, p. 391
1.3	International commercial arbitration (s. 2(1)(f)): arbitration of a commercial dispute where at least one party is a national or habitual resident of a foreign country, a body corporate incorporated abroad, an association or body whose central management is abroad, or a foreign Government.	TQ 7, TQ 22	PYQ 2014-Jun, 2018-Dec	L11, p. 356
1.4	Ad hoc arbitration is arranged by the parties for a particular dispute, with procedure and fees agreed between them — unlike institutional arbitration administered under an institution's rules.	TQ 8	PYQ 2014-Dec	L11, p. 354
1.5	The 2015 amendment made arbitration faster and cheaper: time limit of 12 months for awards (extendable by 6 months), fast-track procedure, model fee schedule, disclosures of independence (Fifth and Seventh Schedules), limited court interference, and no automatic stay of an award on a s. 34 application.	TQ 35	PYQ 2022-Dec	L11, p. 354

Topic 2 Arbitration Agreement and Definitions

6 Scanner questions · ICSI appearances PYQ 5 · Not yet asked 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
2.1	Arbitration agreement (s. 7): an agreement to submit present or future disputes arising out of a defined legal relationship to arbitration — a clause or separate agreement, which must be in writing (signed document, exchange of letters or electronic communications, or statement of claim and defence not denied); reference in a contract to a document containing an arbitration clause incorporates it only if the reference makes the clause part of the contract (NBCC v. Zillion Infra Projects). The civil court's jurisdiction is not ousted, but it must refer the parties to arbitration.	TQ 12, TQ 26, NQ 5	PYQ 2015-Dec, 2019-Dec; Not yet asked	L11, p. 357
2.2	'Court' (s. 2(1)(e)): the principal civil court of original jurisdiction in a district, or the High Court in its ordinary original civil jurisdiction, with jurisdiction over the subject-matter — for international commercial arbitration, only the High Court. 'Legal representative' (s. 2(1)(g)): a person who in law represents the estate of a deceased person, including an intermeddler and one on whom the estate devolves.	TQ 9, TQ 10	PYQ 2014-Dec	L11, pp. 356, 366
2.3	A judicial authority before which an action is brought on a matter covered by an arbitration agreement must refer the parties to arbitration if a party applies not later than his first statement on the substance of the dispute, unless it finds prima facie no valid agreement (s. 8); where the original agreement or certified copy is with the other party, the applicant may file a copy with a petition asking the court to call upon that party to produce it — Reyansh's remedy.	CSQ 2	PYQ 2025-Dec	L11, p. 401

Topic 3 Interim measures by Court

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.1	Interim measures by court (s. 9): before or during the proceedings, or after the award but before enforcement — guardian for a minor, preservation or sale of goods, securing the amount in dispute, detention or inspection of property, interim injunction, receiver; if granted before proceedings, arbitration must begin within 90 days, and once the tribunal is constituted the court acts only if the tribunal's remedy is inefficacious. The arbitral tribunal may order the same measures (s. 17), enforceable as court orders.	TQ 24, TQ 43, TQ 30	PYQ 2019-Jun, 2025-Jun, 2021-Aug	L11, pp. 358, 365

Topic 4 Number and Appointment of Arbitrators

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	Appointment (s. 11): parties are free to agree a procedure; failing agreement, each appoints one and the two appoint the presiding arbitrator; if a party fails to appoint within 30 days, or the agreed procedure fails, the Supreme Court (international) or the High Court (domestic), through a designated arbitral institution, appoints — the court within whose territorial jurisdiction the arbitration lies; the place (seat) of arbitration decides the competent court. The Madras High Court could appoint the sole arbitrator under s. 11(6) where the matter fell within its jurisdiction.	TQ 17, CSQ 1	PYQ 2017-Jun, 2024-Jun	L11, pp. 366 – 367

Topic 5 Challenge and Jurisdiction of Arbitral Tribunal

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
5.1	Challenge to an arbitrator (ss. 12 – 13): justifiable doubts as to independence or impartiality (disclosed under the Fifth Schedule; Seventh Schedule relationships make him ineligible), or lack of agreed qualifications; within 15 days of knowing the facts, before the tribunal, which decides; if rejected, the challenge may be raised against the award under s. 34.	TQ 23	PYQ 2018-Dec	L11, p. 362
5.2	An arbitral tribunal is the sole arbitrator or panel (s. 2(1)(d)); it may rule on its own jurisdiction, including objections on the existence or validity of the arbitration agreement (kompetenz-kompetenz, s. 16) — the arbitration clause is independent of the contract, so its invalidity does not follow from the contract's; a plea of lack of jurisdiction must be raised by the statement of defence; if rejected, the tribunal continues and the party may challenge under s. 34.	TQ 46	PYQ 2026-Jun	L11, p. 364

Topic 6 Conduct of Arbitral Proceedings

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	Default of a party (s. 25): if the claimant fails to file his statement of claim, proceedings are terminated; if the respondent fails to file a defence, proceedings continue without treating it as admission (and he may lose the right to file); if a party fails to appear or produce evidence, the tribunal may continue and make the award on the evidence before it.	TQ 28	PYQ 2020-Dec	L11, p. 368

Topic 7 Arbitral Award and its Termination

8 Scanner questions · ICSI appearances PYQ 8

Ref	One-liner for the student	Scanner Q	Asked in	SM source
7.1	Arbitral award (s. 31): in writing, signed by the arbitrators (majority enough with reasons for omission), stating reasons unless agreed or on agreed terms, dated with the place of arbitration, with a signed copy to each party; it may include interest and costs; it is final and binding and enforceable as a decree.	TQ 11, TQ 25, TQ 33, TQ 37	PYQ 2015-Jun, 2019-Jun, 2022-Jun, 2023-Jun	L11, p. 377
7.2	Additional award (s. 33(4)): on a party's request within 30 days, with notice to the other, the tribunal may make an additional award on claims presented but omitted from the award, within 60 days.	TQ 4	PYQ 2012-Dec	L11, p. 352
7.3	Termination of arbitral proceedings (s. 32): by the final award, or by order of the tribunal when the claimant withdraws (unless the respondent objects with a legitimate interest), the parties agree to terminate, or continuation becomes unnecessary or impossible; the mandate ends with termination, subject to ss. 33 and 34(4).	TQ 29, TQ 31, TQ 40	PYQ 2020-Dec, 2021-Aug, 2024-Jun	L11, p. 376

Topic 8 Setting aside and Enforcement of Awards

5 Scanner questions · ICSI appearances PYQ 5

Ref	One-liner for the student	Scanner Q	Asked in	SM source
8.1	Setting aside (s. 34), on application within three months (plus 30 days for sufficient cause): incapacity of a party; invalid agreement; no proper notice or inability to present the case; award beyond the scope of submission; improper composition or procedure; non-arbitrable subject-matter; conflict with public policy of India — fraud or corruption, contravention of the fundamental policy of Indian law, or conflict with basic notions of morality or justice; and, in domestic arbitrations, patent illegality on the face of the award. An application no longer stays the award automatically.	TQ 6, TQ 13, TQ 20, TQ 27, TQ 38	PYQ 2013-Dec, 2016-Jun, 2018-Jun, 2019-Dec, 2023-Dec	L11, p. 378

Topic 9 Foreign Awards

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
9.1	Foreign (New York Convention) awards: enforced on producing the original award or authenticated copy, the agreement and evidence that it is a foreign award (s. 47); enforcement may be refused only if the opposing party proves incapacity, invalid agreement, lack of notice or inability to present his case, award beyond the submission, improper composition or procedure, or that the award is not yet binding or has been set aside abroad — or the court finds the subject non-arbitrable or the award contrary to the public policy of India (s. 48). Once the court is satisfied, the award is deemed a decree (s. 49).	TQ 21, TQ 34, TQ 44, CSQ 3	PYQ 2018-Dec, 2022-Dec, 2025-Jun, 2026-Jun	L11, p. 387

Topic 12 Arbitration Council of India (ACI)

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
12.1	Removal of a member of the Arbitration Council of India (s. 43G): the Central Government may remove a member who is adjudged insolvent, is physically or mentally incapable, is convicted of an offence involving moral turpitude, has acquired a financial interest prejudicial to his functions, or has abused his position; for the last two grounds only after an inquiry and an opportunity of being heard.	TQ 45	PYQ 2025-Dec	L11, p. 400

Topic 13 Conciliation

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
13.1	Conciliation (ss. 61 – 81): begins when the other party accepts a written invitation to conciliate; one conciliator unless agreed to be two or three, appointed by agreement or through an institution; the conciliator assists impartially, guided by objectivity, fairness and justice, and may propose terms; it ends with a signed settlement (binding like an arbitral award), a written declaration by the conciliator or by the parties that further efforts are not justified, or a written declaration by one party terminating it.	TQ 18, TQ 36, TQ 39	PYQ 2017-Dec, 2023-Jun, 2023-Dec	L11, p. 392

Topic 15 Mediation

7 Scanner questions · ICSI appearances PYQ 3 · Not yet asked 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
15.1	Mediation (Mediation Act, 2023, s. 3(h)): a process, including pre-litigation, online, community mediation and conciliation, in which parties try to settle a dispute with the help of a mediator who cannot impose a settlement; mediator — a person appointed by the parties or a mediation service provider. Pre-litigation mediation is attempted before filing a suit; a Mediation Fund (s. 45) supports mediation; pending proceedings are not affected (ss. 56 – 57). Arbitration ends in a binding award; mediation in a voluntary settlement agreement, enforceable as a decree once signed.	TQ 15, TQ 41, TQ 42, NQ 1, NQ 2, NQ 3, NQ 4	PYQ 2016-Dec, 2024-Jun, 2024-Dec; Not yet asked	L11, pp. 398, 400

Part B — Chapter 11 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. Questions on topics not yet asked (NQ) carry no weight. The ★★★ lines alone cover about 16% of ICSI appearances in this chapter.

Law relating to Arbitration, Mediation and Conciliation

#	One-liner	Weight	Part A ref
1	ADR supplements courts: flexibility, privacy, speed, cost.	★★	1.1
2	Arbitration (binding award) v. conciliation (assisted settlement).	★★	1.2
3	International commercial arbitration: one foreign party; ad hoc v. institutional; 2015 amendment speeds arbitration.	★★	1.3, 1.4, 1.5
4	Arbitration agreement in writing (s. 7); reference incorporates clause only if intended.	★	2.1
5	'Court' and 'legal representative' defined; court must refer under s. 8.	★★	2.2, 2.3
6	Interim measures by court (s. 9) and tribunal (s. 17).	★★	3.1
7	Appointment (s. 11): parties' procedure, else court through institution; seat decides court.	★	4.1
8	Challenge for doubts on impartiality (ss. 12 – 13); kompetenz-kompetenz (s. 16).	★	5.1, 5.2
9	Default of party (s. 25).	★	6.1
10	Award: written, signed, reasoned, dated; additional award (s. 33); termination (s. 32).	★★★	7.1, 7.2, 7.3
11	Setting aside (s. 34): incapacity, notice, scope, public policy, patent illegality; 3 months.	★★	8.1
12	Foreign awards: refusal grounds under s. 48; deemed decree.	★★	9.1
13	Removal of ACI member (s. 43G).	★	12.1
14	Conciliation: invitation, conciliator's role, settlement, termination.	★★	13.1
15	Mediation Act, 2023: mediation, mediator, pre-litigation, fund.	★★	15.1

CHAPTER 12

Indian Stamp Law

33 Scanner questions · 19 one-liners · 12 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Indian Stamp Law

SM Lesson 12, pages 411 – 460

Topic 1 Principles of Levy of Stamp Duty

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	Stamp duty is levied on the instrument, not the transaction, and it is the substance of the transaction as recorded in the instrument — not its title or form — that decides the duty.	TQ 23	PYQ 2022-Jun	L12, p. 420

Topic 2 Instruments chargeable with Duty

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
2.1	Instruments chargeable (s. 3): every instrument in Schedule I executed in India after the Act, and certain instruments executed abroad and received in India, are chargeable — subject to exemptions (e.g. instruments by or for the Government, transfers of ships).	TQ 22	PYQ 2021-Dec	L12, p. 456
2.2	Securities in a depository (s. 8A): no duty on issue of securities by a company to a depository, on transfer of registered ownership from a person to the depository or from the depository to the beneficial owner, or on transfers of beneficial ownership of securities held in dematerialised form; duty is payable on certificates of securities rematerialised.	TQ 12	PYQ 2017-Jun	L12, p. 426
2.3	Renewal of debentures (s. 55): no duty is payable on a new debenture issued in renewal of one already duly stamped, provided it is in the same terms and for the same amount.	TQ 13	PYQ 2017-Dec	L12, p. 446

Topic 3 Extent of liability of Instruments

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.1	Several instruments in a single transaction of sale, mortgage or settlement (s. 4): only the principal instrument bears the full duty; each of the others bears ₹1 (or as the State prescribes); the parties decide which is the principal instrument. The gift by A and B's deed providing for A's maintenance secured on the property are one settlement transaction (Maharaj Someshar Dutt).	TQ 17, TQ 29, CSQ 3	PYQ 2019-Dec, 2024-Jun, 2024-Dec	L12, p. 443

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.2	Where property is sold subject to a mortgage, the unpaid mortgage money is deemed part of the consideration (s. 24): Vijay, buying the house mortgaged to him for ₹50,000 for a further ₹25,000, pays duty on ₹75,000, deducting duty already paid on the mortgage.	CSQ 1	PYQ 2018--Dec	L12, p. 428

Topic 4 Important Definitions

9 Scanner questions · ICSI appearances PYQ 9

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	'Executed' and 'execution', used with reference to instruments, mean 'signed' and 'signature' (s. 2(12)); an instrument is chargeable on execution.	TQ 1	PYQ 2019-Jun	L12, p. 436
4.2	Promissory note (NI Act s. 4; Stamp Act s. 2(22)): an unconditional written undertaking, signed by the maker, to pay a certain sum of money only to, or to the order of, a certain person or the bearer. A note payable on a contingency is not a promissory note under the NI Act but is treated as one for stamp duty.	TQ 2, TQ 7	PYQ 2013-Jun, 2014-Jun	L12, p. 417
4.3	Bill of lading (s. 2(4)) includes a through bill of lading but not a mate's receipt; it acknowledges receipt of goods on board for carriage by sea.	TQ 9, TQ 14	PYQ 2015-Dec, 2018-Jun	L12, p. 412
4.4	Lease (s. 2(16)): a lease of immovable property, including a patta (instrument by which a landlord grants land to a tenant), kabuliyat (counterpart executed by the tenant accepting the terms), an undertaking to cultivate or occupy and pay rent, and agreements to lease.	TQ 15, TQ 19	PYQ 2018-Dec, 2020-Dec	L12, p. 416
4.5	Receipt (s. 2(23)): any note, memorandum or writing acknowledging receipt of money, a bill, cheque or promissory note, or movable property in satisfaction of a debt, or the satisfaction of a debt — signed by any person.	TQ 21	PYQ 2021-Aug	L12, p. 438
4.6	A share warrant issued without being duly stamped (s. 62(2)): the company, its managing director, secretary or other principal officer is punishable with fine up to ₹500.	TQ 18	PYQ 2019-Dec	L12, p. 448

Topic 9 Mode of Stamping

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
9.1	Adhesive stamps (s. 11) may be used for instruments chargeable with ₹0.10 duty, bills of exchange, cheques and promissory notes drawn abroad, entry as advocate, notarial acts and transfers of shares and debentures; the person affixing must cancel the stamp by writing his name or initials across it with the date so it cannot be reused (s. 12); an uncancelled stamp leaves the instrument unstamped.	TQ 27, TQ 8	PYQ 2023-Jun, 2015-Jun	L12, pp. 433 – 434

Topic 10 Time of Stamping Instruments

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
10.1	Instruments executed in India must be stamped before or at the time of execution (s. 17); a promissory note executed by two and stamped afterwards, though cancelled by one of them signing again, is not stamped in time and is inadmissible.	TQ 16, CSQ 2	PYQ 2019-Jun, 2023--Dec	L12, p. 436

Topic 11 Admission of Instruments (Where not to be Questioned)

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
11.1	An instrument not duly stamped is inadmissible in evidence for any purpose and cannot be acted upon (s. 35), unless the deficient duty and penalty (up to ten times) are paid; once admitted, its admission cannot be questioned later in the same suit for want of stamp (s. 36). An unstamped and unregistered instrument: inadmissible for want of stamp until duty and penalty are paid; if compulsorily registrable, it may still be received as evidence of a contract in a suit for specific performance or of a collateral transaction (s. 49, Registration Act).	TQ 3, TQ 6, TQ 10, TQ 5	PYQ 2013-Jun, 2013-Dec, 2016-Jun	L12, p. 439

Topic 12 Admission of Improperly Stamped Instruments

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
12.1	An instrument bearing a stamp of sufficient amount but improper description may be certified as duly stamped by the Collector on payment of the proper duty, the stamp used being refunded or allowed (s. 37); thereafter it is admissible.	TQ 4	PYQ 2013-Jun	L12, p. 440

Topic 13 Instruments not duly stamped — Impounding

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
13.1	Impounded instruments (ss. 38 – 40): the Collector stamps an impounded instrument by certifying it duly stamped, or, if not, requiring the deficient duty with penalty up to ten times (or ₹5); he may refund penalty (s. 39); the Chief Controlling Revenue Authority may refund penalty or excess duty paid (s. 45) and revises the Collector's orders.	TQ 25, TQ 30	PYQ 2022-Dec, 2025-Jun	L12, pp. 441, 443

Topic 14 Allowance for Spoiled Stamps

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
14.1	Spoiled impressed stamps: application for relief within six months of the date of the instrument (or of purchase if not executed) (s. 50); allowance is made in money or stamps after deducting a fee.	TQ 24	PYQ 2022-Dec	L12, p. 444

Topic 15 E-Stamping

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
15.1	E-stamping: payment of stamp duty electronically through the Central Record-keeping Agency (Stock Holding Corporation of India) and authorised collection centres; the e-stamp certificate carries a unique identification number. Benefits: no fake stamps, instant generation, secure, easy retrieval, no stocking costs; verified on the SHCIL website using the certificate number and date.	TQ 11, TQ 20, TQ 26, TQ 28	PYQ 2016-Dec, 2020-Dec, 2023-Jun, 2023-Dec	L12, p. 433

Part B — Chapter 12 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. The ★★★ lines alone cover about 24% of ICSI appearances in this chapter.

Indian Stamp Law

#	One-liner	Weight	Part A ref
1	Duty is on the instrument; substance, not form, decides it.	★	1.1
2	Chargeable instruments (s. 3); demat securities exempt (s. 8A); renewed debentures (s. 55).	★★	2.1, 2.2, 2.3
3	Single transaction: principal instrument bears full duty (s. 4); mortgage money deemed consideration on sale (s. 24).	★★	3.1, 3.2
4	Definitions: executed = signed; promissory note; bill of lading; lease, patta, kabuliyat; receipt.	★★★	4.1, 4.2, 4.3, 4.4, 4.5
5	Unstamped share warrant: fine on company and officers (s. 62).	★	4.6
6	Adhesive stamps and their cancellation (ss. 11 – 12).	★	9.1
7	Stamp before or at execution (s. 17).	★	10.1
8	Unstamped instrument inadmissible (s. 35); admission not questioned later (s. 36).	★★	11.1
9	Improper description: Collector certifies (s. 37).	★	12.1
10	Impounding: Collector (ss. 38 – 40), CCRA refunds (s. 45).	★	13.1
11	Spoiled stamps: relief within 6 months (s. 50).	★	14.1
12	E-stamping through SHCIL: secure, verifiable.	★★	15.1

CHAPTER 13

Law relating to Registration of Documents

62 Scanner questions · 24 one-liners · 17 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Law relating to Registration of Documents

SM Lesson 13, pages 461 – 510

Topic 1 Time and Place of Registration

14 Scanner questions · ICSI appearances PYQ 14

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	Registration records the contents of a document with a public officer and preserves it: it gives notice to the public, prevents fraud and forgery, provides authentic evidence of title, and assures purchasers that title has not been already transferred.	TQ 38, TQ 25	PYQ 2021-Dec, 2016-Dec	L13, p. 508
1.2	Compulsorily registrable (s. 17): gifts of immovable property; non-testamentary instruments creating, declaring, assigning, limiting or extinguishing any right in immovable property of ₹100 or more; acknowledgments of payment for such rights; leases of immovable property from year to year, for more than a year or reserving a yearly rent; transfers of decrees on such property; agreements to sell in part performance (s. 53A). Exceptions (s. 17(2)): composition deeds, shares in companies though holding land, debentures not creating an interest in land, endorsements on mortgage deeds, court decrees and orders (other than on compromise of other property), grants by Government, sale certificates by a court, and certificates of sale.	TQ 16, TQ 27, TQ 39, TQ 34, TQ 40	PYQ 2014-Dec, 2017-Dec, 2022-Jun, 2019-Dec, 2022-Dec	L13, p. 461
1.3	Optional registration (s. 18): instruments for immovable property below ₹100, leases up to one year, wills and authorities to adopt, instruments on movable property, and other documents not compulsorily registrable. A will need not be registered; registration gives proof of genuineness and safe custody, and it may be deposited sealed with the Registrar.	TQ 19, TQ 33, TQ 12	PYQ 2015-Dec, 2019-Jun, 2013-Dec	L13, p. 464
1.4	Place of registration (ss. 28 – 29): documents affecting immovable property in the office of the Sub-Registrar of the sub-district where the whole or part of the property is situated; other documents in the sub-district where executed or where all executants reside, or any other office the parties choose — so not necessarily where the property lies for non-property documents.	TQ 31, TQ 42	PYQ 2018-Jun, 2023-Jun	L13, p. 466

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.5	Documents are presented for registration (s. 32) by a person executing or claiming under it (or for a decree, the person claiming under it), their representative or assign, or an agent duly authorised by a power of attorney executed and authenticated as prescribed — within four months of execution (s. 23).	TQ 35, TQ 37	PYQ 2020-Dec, 2021-Aug	L13, p. 466

Topic 2 Consequences of Non-registration of Documents required to be Registered Compulsorily

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
2.1	Effect of non-registration (s. 49): a compulsorily registrable document not registered does not affect the immovable property comprised in it, confer any power to adopt, or be received as evidence of any transaction affecting the property — but it may be received as evidence of a contract in a suit for specific performance, of part performance under s. 53A, or of any collateral transaction. A's unregistered sale deed of ₹2.5 crore passes no title; A may sue for specific performance using it as evidence of the contract, subject to the pending dispute.	TQ 14, TQ 41, TQ 16, CSQ 15	PYQ 2014-Jun, 2023-Jun, 2014-Dec, 2024-Jun	L13, p. 469

Topic 4 Appeal to Registrar

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	A Sub-Registrar may refuse registration where the document is presented out of time or in the wrong office, its language or description is defective, an executant denies execution, the executant is a minor, idiot or lunatic, or the presenting person is not entitled (ss. 19 – 35); an appeal lies to the Registrar within 30 days, and if the Registrar refuses, a suit may be filed in the civil court within 30 days for a decree directing registration (ss. 72 – 77).	TQ 26, TQ 32	PYQ 2017-Jun, 2018-Jun	L13, p. 474

Topic 6 Provisions of Transfer of Property Act, 1882 and Registration of Documents

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	A gift deed signed and attested is complete on registration even if the donor later refuses to have it registered — the donee may present it (Kalyan Sundaram Pillai v. Karuppa Mopanar); delay in registration does not postpone its operation, which relates back to execution (s. 47).	CSQ 6	PYQ 2019-Jun	L13, p. 502

Topic 8 Moveable and Immoveable Property

7 Scanner questions · ICSI appearances PYQ 7

Ref	One-liner for the student	Scanner Q	Asked in	SM source
8.1	Immovable property includes land, benefits arising out of land, and things attached to the earth or permanently fastened to anything so attached — but not standing timber, growing crops or grass (TPA s. 3; General Clauses Act s. 3(26)); movable property is property of every description except immovable property.	TQ 4, TQ 10, TQ 17	PYQ 2016-Jun, 2013-Jun, 2015-Jun	L13, p. 462
8.2	Vested interest takes effect at once (enjoyment may be postponed), is transferable and heritable and not defeated by the transferee's death before possession; contingent interest depends on an uncertain event, becomes vested only when it happens, and fails if it does not (ss. 19 – 21). Reversion is the residue left in the grantor after a limited estate; remainder is the residue given to another after the prior estate ends.	TQ 6, TQ 7, TQ 8	PYQ 2017-Jun, 2019-Dec, 2022-Jun	L13, pp. 476 – 477
8.3	Doctrine of election (s. 35): one who takes a benefit under an instrument must also bear its burden — where a transferor purports to transfer property he has no right to and confers a benefit on its owner, the owner must elect either to confirm the transfer or dissent and relinquish the benefit; one cannot approbate and reprobate.	TQ 18	PYQ 2015-Jun	L13, p. 506

Topic 10 Who can Transfer the Property?

6 Scanner questions · ICSI appearances PYQ 6

Ref	One-liner for the student	Scanner Q	Asked in	SM source
10.1	A condition absolutely restraining the transferee from alienating the property is void (s. 10), except in leases for the lessor's benefit and for women (other than Hindu, Muslim or Buddhist) during marriage; partial restraint — not to alienate outside the family — is valid. Conditions that in effect bar alienation (sell only at ₹75,000 property worth ₹5,000; only to Z for ₹2,000; option for the mother to buy a ₹10 lakh house for ₹10,000) are void. A condition for the benefit of other land the transferor retains — Property-Y not built beyond one storey to give Property-X light and air — is valid (s. 11).	TQ 9, CSQ 4, CSQ 9, CSQ 12, CSQ 17	PYQ 2012-Dec, 2016-Dec, 2020-Dec, 2022-Jun, 2024-Dec	L13, pp. 482 – 483
10.2	A transfer of immovable property made with intent to defeat or delay creditors is voidable at the option of any creditor so defeated or delayed (s. 53), except a transfer to a transferee in good faith and for consideration; a creditor sues on behalf of all creditors.	TQ 22	PYQ 2016-Jun	L13, p. 487

Topic 11 Properties which cannot be Transferred

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
11.1	Not transferable (s. 6): the chance of an heir-apparent succeeding to an estate (spes successionis) — A cannot sell his father B's property during B's life; a mere right of re-entry; an easement apart from the dominant heritage; a restricted personal interest; a right to future maintenance; a mere right to sue; a public office or salary; pensions; property whose transfer is for an unlawful object or consideration — a gift to B for continuing adulterous relations is void, though a gift in recognition of past cohabitation is valid.	TQ 20, CSQ 3, CSQ 14	PYQ 2016-Jun, 2014-Dec, 2023-Dec	L13, p. 484

Topic 12 Transfer for benefit of Unborn Person

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
12.1	Transfer for an unborn person (s. 13): no direct transfer; the property must first vest in a living person by a prior interest, and the whole residue of the transferor's interest must then pass to the unborn person, who must come into existence before the prior interest ends; and the rule against perpetuity applies (s. 14).	TQ 24	PYQ 2016-Dec	L13, p. 486

Topic 13 Doctrine of Lis Pendens

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
13.1	Lis pendens (s. 52): during a pending suit in which a right to immovable property is directly and specifically in question, the property cannot be transferred so as to affect the rights of any other party under the eventual decree — 'nothing new should be introduced in a pending litigation'. C, who bought property X from A while the suit was pending, is bound by the decree in B's favour.	TQ 11, TQ 28, CSQ 8, CSQ 16	PYQ 2013-Jun, 2018-Jun, 2019-Dec, 2024-Jun	L13, p. 486

Topic 14 Doctrine of Part-performance

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
14.1	Part performance (s. 53A): where a written, signed contract to transfer immovable property exists, the transferee has taken possession (or continues in it) in part performance and has done or is willing to do his part, the transferor cannot enforce any right against him in respect of the property other than under the contract — even if the transfer is unregistered. It is a shield, not a sword: it protects possession but confers no title.	TQ 30, TQ 36, CSQ 5, CSQ 10	PYQ 2018-Jun, 2020-Dec, 2018-Dec, 2021-Aug	L13, p. 488

Topic 16 Mortgages

5 Scanner questions · ICSI appearances PYQ 7

Ref	One-liner for the student	Scanner Q	Asked in	SM source
16.1	Usufructuary mortgage: possession delivered to the mortgagee, who takes rents and profits in lieu of interest or principal, with no personal liability of the mortgagor and no right to sue for sale. English mortgage: the mortgagor binds himself to repay on a date and transfers the property absolutely, subject to re-transfer on repayment. Mortgage by conditional sale: an ostensible sale becoming absolute on default, void on payment — no personal covenant. Puisne mortgage: a later mortgage of the same property, ranking after the first.	TQ 1, TQ 5, TQ 29	PYQ 2013-Dec, 2016-Dec, 2021-Aug, 2021-Dec, 2018-Jun	L13, pp. 492 – 493
16.2	Clog on the equity of redemption: any condition that prevents or unduly restricts the mortgagor's right to redeem on payment (s. 60) is void — 'once a mortgage, always a mortgage'; unreasonably long postponement of redemption may be a clog.	TQ 15	PYQ 2014-Dec	L13, p. 495
16.3	Mortgage by deposit of title deeds (s. 58(f)): delivery of documents of title to immovable property, with intent to create security, in Kolkata, Chennai, Mumbai or any town notified by the State Government — the property may be anywhere; Neelam's deposit in Lucknow is valid if Lucknow is a notified town.	CSQ 19	PYQ 2025-Jun	L13, p. 494

Topic 17 Charge

3 Scanner questions · ICSI appearances PYQ 7

Ref	One-liner for the student	Scanner Q	Asked in	SM source
17.1	Mortgage transfers an interest in specific immovable property as security; a charge (s. 100) only makes the property security without transferring an interest, and is generally not enforceable against a bona fide transferee without notice. A floating charge hovers over a class of present and future assets dealt with in the ordinary course of business and crystallises into a fixed charge on winding up, appointment of a receiver, or cessation of business.	TQ 2, TQ 13, TQ 21	PYQ 2012-Dec, 2013-Dec, 2018-Dec, 2019-Jun, 2021-Dec, 2014-Jun, 2016-Jun	L13, p. 497

Topic 18 Lease

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
18.1	Lease (s. 105): transfer of a right to enjoy immovable property for a time, for a price or rent — an interest in property, transferable and heritable; licence: a personal permission to do something on property that would otherwise be trespass — no interest, revocable. Lessee's duties include disclosing facts that increase the property's value, paying rent, keeping the property in good condition, informing of encroachments, not using it for other purposes. A lease continued after its term by holding over becomes monthly, terminable by 15 days' notice (s. 106) — the 2008 notice to vacate in a month was valid.	TQ 3, TQ 43, CSQ 1	PYQ 2014-Dec, 2024-Dec, 2012-Dec	L13, pp. 481, 499

Topic 19 Gift

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
19.1	Gift (ss. 122 – 129): a voluntary transfer of existing property without consideration, accepted by the donee during the donor's life; immovable property by registered instrument signed and attested (s. 123), movables by such instrument or delivery. A gift is complete on registration though the donor keeps possession — Amit, not Naresh, owns the property (Sachin cannot revoke). A gift reserving a power to revoke at the donor's will is void to that extent (s. 126). An onerous gift carries a burden; the donee must accept the whole or none (s. 127). Ramjilal's unregistered gift of Delhi property fails; the movables pass only if delivered.	TQ 23, CSQ 7, CSQ 11, CSQ 13	PYQ 2016-Jun, 2019-Jun, 2021-Dec, 2023-Dec	L13, pp. 502 – 503

Topic 7 Meaning of Transfer of Property

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
7.1	Misplaced questions: the solicitors' firm is vicariously liable for its managing clerk's fraud in the ordinary course of business (Lloyd v. Grace Smith); a decree passed against a minor without a guardian ad litem is a nullity, so Prabhu, the auction purchaser, acquires no title and cannot recover possession.	CSQ 2, CSQ 18	PYQ 2012-Dec, 2025-Jun	L5, p. 169; L6, p. 214

Part B — Chapter 13 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. The ★★★ lines alone cover about 51% of ICSI appearances in this chapter.

Law relating to Registration of Documents

#	One-liner	Weight	Part A ref
1	Registration: public notice, proof of title, prevention of fraud.	★	1.1
2	Compulsory (s. 17) v. optional (s. 18); wills optional.	★★★	1.2, 1.3
3	Place (ss. 28 – 29) and persons presenting (s. 32), within 4 months.	★★	1.4, 1.5
4	Non-registration (s. 49): no effect on property; evidence of contract or collateral purpose.	★★	2.1
5	Refusal by Sub-Registrar: appeal to Registrar, then civil suit.	★	4.1
6	Gift deed may be registered despite donor's refusal; registration relates back.	★	6.1
7	Immovable v. movable; vested v. contingent; reversion v. remainder; election.	★★★	8.1, 8.2, 8.3
8	Absolute restraint void (s. 10); conditions for retained land valid (s. 11); fraudulent transfer voidable (s. 53).	★★★	10.1, 10.2
9	Non-transferable: spes successionis, unlawful object (s. 6).	★★	11.1
10	Unborn person: prior life interest + whole residue (s. 13).	★	12.1
11	Lis pendens (s. 52): transfer subject to the decree.	★★	13.1
12	Part performance (s. 53A): shield, not sword.	★★	14.1
13	Kinds of mortgage; clog on redemption; deposit of title deeds in notified towns.	★★★	16.1, 16.2, 16.3
14	Mortgage v. charge; floating charge crystallises.	★★★	17.1
15	Lease v. licence; holding over = monthly tenancy (s. 106).	★★	18.1
16	Gift: registered for immovables; irrevocable; onerous gifts.	★★	19.1
17	Vicarious liability; decree against unrepresented minor void.	★	7.1

CHAPTER 14

Right to Information Law

17 Scanner questions · 9 one-liners · 8 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Right to Information Law

SM Lesson 14, pages 511 – 532

Topic 1 The Right to Information (RTI)

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	The right to know is part of freedom of speech and expression (Art. 19(1)(a)) and of personal liberty under Art. 21 (Reliance Petrochemicals v. Indian Express); the RTI Act, 2005 gives it a statutory machinery — any citizen may obtain information held by public authorities.	TQ 6	PYQ 2021-Aug	L14, p. 512

Topic 3 Obligations of Public Authority

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.1	Obligations of a public authority (s. 4): maintain records catalogued and indexed, computerised and networked; publish within 120 days its organisation, functions and duties, powers of officers, decision-making procedure, norms, rules and manuals, categories of documents held, boards and committees, directory of officers, their remuneration, budget, subsidy programmes, concessions granted, information available electronically, and names of PIOs; publish facts of important policies and give reasons for decisions to affected persons; disseminate information suo motu.	TQ 4, TQ 10	PYQ 2020-Dec, 2022-Dec	L14, p. 515

Topic 4 Request for Obtaining Information

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	Request for information (s. 6): in writing or electronically, in English, Hindi or the official language of the area, with the prescribed fee, to the PIO (or APIO, who forwards it); no reasons need be given and no personal details beyond contact; the PIO helps an applicant who cannot write and transfers a request to another authority within five days.	TQ 12	PYQ 2023-Dec	L14, p. 517

Topic 6 Partial Disclosure Allowed

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	Exempt information (s. 8): information prejudicing sovereignty, integrity, security, strategic, scientific or economic interests or relations with foreign States — troop deployment during war; forbidden by courts or in contempt; breach of legislative privilege; commercial confidence and trade secrets; fiduciary information; information from foreign Governments in confidence; endangering life or safety or identifying sources; impeding investigation; Cabinet papers before decision; personal information without public interest — unless public interest outweighs the harm; information over 20 years old is generally disclosable.	TQ 3, TQ 13, CSQ 2	PYQ 2019-Dec, 2025-Dec, 2024-Dec	L14, p. 521
6.2	Apart from s. 8, a PIO may reject a request where providing it would infringe copyright of a person other than the State (s. 9); and partial disclosure is allowed by severing exempt parts (s. 10).	TQ 9	PYQ 2022-Jun	L14, p. 521

Topic 7 Who is Excluded?

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
7.1	Intelligence and security organisations in the Second Schedule (IB, RAW, NIA, BSF, CRPF and others) are excluded (s. 24), except for information on allegations of corruption and human-rights violations — the latter disclosed with the Information Commission's approval within 45 days.	TQ 14	PYQ 2026-Jun	L14, p. 521

Topic 8 Information Commissions

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
8.1	Central Information Commission: Chief Information Commissioner and up to ten Information Commissioners, appointed by the President on the recommendation of a committee of the Prime Minister, Leader of Opposition and a Union Minister; powers of a civil court to summon, inspect, receive evidence and requisition records; inquires into complaints and decides appeals. Since the 2019 amendment, the CIC and ICs hold office for the term prescribed by the Central Government (three years) or till 65, whichever is earlier, with salary and terms prescribed and no reappointment; an IC appointed CIC — Sohan Singh at 62 — can serve only until 65.	TQ 1, TQ 7, CSQ 3	PYQ 2018-Dec, 2021-Dec, 2025-Jun	L14, p. 522

Topic 9 Appellate Authorities

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
9.1	Appeals (s. 19): first appeal to an officer senior to the PIO within 30 days of the decision or of expiry of the time limit, decided within 30 (extendable to 45) days; second appeal to the Central or State Information Commission within 90 days. Failure to decide within 30 days is deemed refusal. Civil courts cannot entertain suits on orders under the Act (s. 23) — Bimal must appeal or complain to the Commission, not sue.	TQ 2, TQ 11, CSQ 1	PYQ 2019-Jun, 2023-Jun, 2012-Dec	L14, pp. 525 – 526

Topic 10 Penalties

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
10.1	Penalty on the PIO (s. 20): ₹250 a day up to ₹25,000 where he, without reasonable cause, refuses to receive an application, fails to furnish information in time, denies it mala fide, gives incorrect, incomplete or misleading information, destroys it, or obstructs; after giving him a hearing; with a recommendation for disciplinary action for persistent default.	TQ 5, TQ 8	PYQ 2020-Dec, 2022-Jun	L14, p. 526

Part B — Chapter 14 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. No line in this chapter reaches ★★★; every pointer has been asked fewer than six times.

Right to Information Law

#	One-liner	Weight	Part A ref
1	Right to know: Arts. 19(1)(a), 21; RTI Act machinery.	★	1.1
2	Public authority's suo motu disclosures (s. 4).	★	3.1
3	Request (s. 6): no reasons, fee, help to applicant, transfer in 5 days.	★	4.1
4	Exemptions (s. 8) subject to public interest; copyright (s. 9); severability (s. 10).	★★	6.1, 6.2
5	Second Schedule agencies excluded except corruption and human rights (s. 24).	★	7.1
6	CIC: composition, powers; term as prescribed (3 years) or 65; no reappointment.	★★	8.1
7	Appeals: first 30 days, second 90 days; no civil suits (s. 23).	★★	9.1
8	PIO penalty ₹250/day up to ₹25,000 (s. 20).	★	10.1

CHAPTER 15

Law relating to Information Technology

26 Scanner questions · 12 one-liners · 11 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Law relating to Information Technology

SM Lesson 15, pages 533 – 552

Topic 1 Documents or Transactions to which the Act shall not apply

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	The IT Act does not apply (s. 1(4); First Schedule) to negotiable instruments other than cheques, powers of attorney, trusts, wills and other testamentary dispositions, and contracts for sale or conveyance of immovable property — documents needing physical execution and attestation for safety. It gives legal recognition to electronic records, electronic signatures and electronic governance.	TQ 7, TQ 9, TQ 14, TQ 15	PYQ 2019-Dec, 2020-Dec, 2022-Dec	L15, p. 548

Topic 3 Digital Signature and Electronic Signature

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.1	Digital signature (s. 2(1)(p)): authentication of an electronic record by an asymmetric crypto system and hash function (s. 3) — private key to sign, public key to verify. Electronic signature (s. 2(1)(ta); s. 3A) is the wider term — any reliable technique notified in the Second Schedule (e.g. Aadhaar e-sign); every digital signature is an electronic signature, not vice versa.	TQ 4, TQ 19, TQ 20	PYQ 2018-Dec, 2023-Dec, 2024-Jun	L15, pp. 536, 541

Topic 5 Secure Electronic Records

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
5.1	Secure electronic record (s. 14): one to which a security procedure has been applied, from that time to verification; secure electronic signature (s. 15): the signature was unique to the subscriber, under his exclusive control, and stored and affixed as prescribed.	TQ 8	PYQ 2020-Dec	L15, p. 539

Topic 6 Validity of contracts formed through electronic means

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	Contracts formed electronically are valid (s. 10A); offer and acceptance follow the Contract Act — by post, acceptance is complete against the offeror on posting; by telephone or email (instantaneous), when it comes to the offeror's knowledge. An electronic record is attributed to the originator if sent by him, by a person authorised by him, or by an information system programmed by or on his behalf to operate automatically (s. 11) — an automated acceptance binds the originator; dispatch occurs when the record enters a computer resource outside the originator's control (s. 13).	TQ 1, CSQ 2	PYQ 2016-Dec, 2026-Jun	L15, pp. 538, 551

Topic 8 Certifying Authorities

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
8.1	A Certifying Authority's licence is renewed on application in the prescribed form, with fee, at least 45 days before expiry; the Controller may grant or reject it, giving the applicant a reasonable opportunity of being heard before rejection (ss. 23 – 25).	TQ 2	PYQ 2018-Jun	Not in SM
8.2	Electronic signature certificate (s. 35): application in the prescribed form to a Certifying Authority with fee (up to ₹25,000) and a certification practice statement or statement of particulars; the CA may grant it or reject it for recorded reasons — but no rejection without giving the applicant a reasonable opportunity of showing cause. Rajesh's application, though deficient, could not be rejected without a hearing.	TQ 10, CSQ 1	PYQ 2021-Aug, 2025-Dec	L15, p. 541

Topic 9 Penalties and Adjudications

7 Scanner questions · ICSI appearances PYQ 7

Ref	One-liner for the student	Scanner Q	Asked in	SM source
9.1	Penalty and compensation (s. 43): a person who without the owner's permission accesses a computer, downloads or copies data, introduces viruses, damages a computer or network, disrupts it, denies access, helps unauthorised access, charges services to another's account, destroys or alters information, or steals source code, is liable to pay compensation; done dishonestly or fraudulently it is an offence (s. 66) — imprisonment up to three years or fine up to ₹5 lakh, or both.	TQ 6, TQ 17	PYQ 2019-Jun, 2023-Jun	L15, p. 542

Ref	One-liner for the student	Scanner Q	Asked in	SM source
9.2	A body corporate (company, firm, sole proprietorship, association) possessing, dealing or handling sensitive personal data — passwords, financial information, health records, biometrics — that is negligent in maintaining reasonable security practices and procedures (ISO 27001 or approved codes) and so causes wrongful loss or gain is liable to compensate the person affected (s. 43A). The SPDI Rules, 2011 require a privacy policy, consent before collection, use only for the stated purpose, retention no longer than needed, disclosure only with consent, and a grievance officer; the provider may withdraw consent.	TQ 5, TQ 23, TQ 22, CSQ 3	PYQ 2018-Dec, 2025-Dec, 2025-Jun, 2026-Jun	L15, p. 543
9.3	Failure to furnish a document, return or report to the Controller or CA: penalty up to ₹1,50,000 for each failure; failure to file returns or information in time: up to ₹5,000 a day; failure to maintain books or records: up to ₹10,000 a day (s. 44).	TQ 16	PYQ 2023-Jun	L15, p. 543

Topic 10 Offences

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
10.1	Offences: tampering with source documents (s. 65), computer-related offences (s. 66), identity theft and cheating by personation (ss. 66C – 66D), violation of privacy (s. 66E), cyber terrorism (s. 66F), publishing or transmitting obscene material (s. 67 — up to three years and ₹5 lakh, five years and ₹10 lakh on repeat), sexually explicit material (s. 67A) and child sexual abuse material (s. 67B), and failure to preserve or provide information (ss. 67C, 69).	TQ 11, TQ 3	PYQ 2021-Aug, 2018-Jun	L15, p. 545

Topic 11 Intermediaries

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
11.1	Intermediaries, including network service providers, are not liable for third-party information they host or transmit (s. 79) if they only provide access, do not initiate, select or modify the transmission, and observe due diligence — but lose protection if they conspire or abet, or fail to remove unlawful material on actual knowledge or Government notice. As originally enacted, s. 79 did not exempt intermediaries from liability under other laws such as criminal defamation (Google India v. Visaka Industries, SC 2019).	TQ 12, TQ 13, TQ 18	PYQ 2021-Dec, 2022-Jun, 2023-Dec	L15, p. 546

Topic 12 Data Protection

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
12.1	The Digital Personal Data Protection Act, 2023 governs processing of digital personal data, balancing individuals' rights with lawful processing; it applies (s. 3) to personal data collected digitally, or in non-digital form and later digitised, in India, and to processing outside India for offering goods or services in India; it does not apply to data processed for personal or domestic purposes or made publicly available by the individual or under a legal obligation.	TQ 21	PYQ 2024-Dec	L15, p. 547

Part B — Chapter 15 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. No line in this chapter reaches ★★★; every pointer has been asked fewer than six times.

Law relating to Information Technology

#	One-liner	Weight	Part A ref
1	IT Act excludes NIs (other than cheques), POAs, trusts, wills, immovable property contracts.	★★	1.1
2	Digital signature (asymmetric crypto) is a kind of electronic signature.	★★	3.1
3	Secure electronic records and signatures (ss. 14 – 15).	★	5.1
4	E-contracts valid; automated system's acceptance attributed to its owner (s. 11); dispatch (s. 13).	★	6.1
5	CA licence renewal; ESC: application, CPS, hearing before rejection (s. 35).	★★	8.1, 8.2
6	Compensation for unauthorised access (s. 43); dishonest acts are offences (s. 66).	★	9.1
7	Body corporate liable for negligent data security (s. 43A); SPDI Rules.	★★	9.2
8	Penalty for failure to furnish or maintain records (s. 44).	★	9.3
9	Cyber offences: ss. 65 – 67B.	★	10.1
10	Intermediary safe harbour (s. 79) with due diligence.	★★	11.1
11	DPDP Act, 2023: applicability (s. 3).	★	12.1

CHAPTER 16

Contract Law

50 Scanner questions · 27 one-liners · 19 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Contract Law

SM Lesson 16, pages 553 – 614

Topic 1 Essential elements of a Valid Contract

7 Scanner questions · ICSI appearances PYQ 7

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	Essentials of a valid contract (s. 10): offer and acceptance, intention to create legal relations, lawful consideration, capacity, free consent, lawful object, certainty, possibility of performance, not expressly declared void, and legal formalities where required. Flaws in consent — coercion, undue influence, fraud, misrepresentation, mistake — make it voidable or void.	TQ 5, TQ 11	PYQ 2013-Dec, 2015-Jun	L16, pp. 561, 575
1.2	Domestic and social arrangements carry no intention to create legal relations: a husband's promise of a monthly allowance to his wife (Balfour v. Balfour) and an invitation to stay for the vacation are not enforceable contracts.	CSQ 2, CSQ 12, CSQ 5	PYQ 2013-Dec, 2019-Jun, 2017-Jun	L16, p. 554
1.3	Contracts uberrimae fidei — insurance, partnership, family settlements, company prospectuses, guarantee in part — require full disclosure of material facts. An insurance contract whose premium cheque is dishonoured is not performed and the insurer is not liable (National Insurance v. Seema Malhotra).	TQ 17, CSQ 14	PYQ 2017-Jun, 2019-Dec	L16, pp. 554, 574

Topic 2 Kinds of Offers

6 Scanner questions · ICSI appearances PYQ 6

Ref	One-liner for the student	Scanner Q	Asked in	SM source
2.1	A general offer to the world is accepted by anyone who performs its conditions with knowledge of it (Carlill v. Carbolic Smoke Ball — the smoke-ball user may claim). Without knowledge there is no acceptance (Lalman Shukla v. Gauri Dutt — B, and Amit's servant Suresh, cannot claim); one who learns of the pamphlet and informs the father is entitled (Harbhajan Lal v. Harcharan Lal — Arun, Hari). A counter-offer rejects the original offer.	CSQ 4, CSQ 10, CSQ 11, CSQ 13, CSQ 15, CSQ 26	PYQ 2016-Dec, 2018-Jun, 2018-Dec, 2019-Dec, 2020-Dec, 2025-Dec	L16, p. 559

Topic 3 Acceptance

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.1	Revocation of an offer (s. 6): by notice from the proposer, lapse of the prescribed or a reasonable time, failure of a condition precedent, or death or insanity of the proposer known to the acceptor — before acceptance is complete as against the proposer.	TQ 9	PYQ 2014-Dec	L16, p. 560
3.2	Terms must be communicated before or at the time of the contract: a notice disclaiming liability, seen in the hotel room after the room was booked and paid for, is not part of the contract (Olley v. Marlborough Court).	CSQ 6	PYQ 2017-Jun	L16, p. 561

Topic 4 Consideration

8 Scanner questions · ICSI appearances PYQ 8

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	Consideration (s. 2(d)): at the desire of the promisor, the promisee or any other person has done or abstained, or does or promises to do or abstain — it may be past, present or future (English law: executed and executory). No consideration, no contract (s. 25), except a written and registered promise made on account of natural love and affection between near relatives, a promise to compensate for something voluntarily done, and a written signed promise to pay a time-barred debt. F's unwritten promise to D, and a registered promise made after quarrels (not love and affection — Rajluckhy Dabee v. Bhootnath), are unenforceable. A charitable subscription binds only once the promisee has acted on it (Kedarnath Bhattacharji).	TQ 12, CSQ 17, CSQ 3, CSQ 19, CSQ 22	PYQ 2015-Dec, 2021-Dec, 2023-Dec, 2024-Dec	L16, pp. 564 – 565
4.2	Privity: only a party may sue on a contract (Dunlop v. Selfridge — D cannot sue the retailer F); exceptions — trusts, marriage and family settlements, acknowledgment or estoppel, assignment, agency, covenants running with land. Consideration may move from a third person: a beneficiary of a family arrangement may sue the donee who took the property on condition of paying her (Chinnaya v. Ramayya).	TQ 13, TQ 18, CSQ 29	PYQ 2015-Dec, 2018-Jun, 2026-Jun	L16, pp. 562 – 563

Topic 5 Capacity to Contract

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
5.1	A minor's agreement is void ab initio (Mohori Bibee v. Dharmodas Ghose); there is no estoppel against him for misrepresenting his age — the dealer cannot recover on John's promissory note, though the court may order restitution of the car.	CSQ 9	PYQ 2018-Jun	L16, p. 568

Topic 6 Free Consent

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	Ignorantia juris non excusat — ignorance of law is no excuse: a mistake as to Indian law does not make a contract voidable (s. 21), though mistake of foreign law is treated as mistake of fact. Mere silence about facts is not fraud unless there is a duty to speak (caveat emptor) — the shopkeeper need not correct A's belief that the saree is Banarasi silk.	TQ 16, CSQ 21	PYQ 2016-Dec, 2024-Jun	L16, p. 571

Topic 13 Agreements in restraint of Trade Void

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
13.1	An agreement in restraint of a lawful profession, trade or business is void to that extent (s. 27), except an agreement by the seller of goodwill not to carry on a similar business within specified local limits; restraints during employment, reasonably protecting the employer, are valid (Niranjan Shankar Golikari) — Rakesh's bond is enforceable.	TQ 7, TQ 15, CSQ 24	PYQ 2014-Jun, 2016-Jun, 2025-Jun	L16, p. 579

Topic 14 Wagering Agreements Void

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
14.1	Wagering agreements are void (s. 30) but not illegal, so collateral transactions survive: money lent to pay a lost bet is recoverable (Gherulal Parakh) — except in Maharashtra and Gujarat, where the Bombay Wager Act makes collateral agreements void.	CSQ 28	PYQ 2026-Jun	L16, p. 580

Topic 15 Void Agreements

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
15.1	Every illegal agreement is void but not every void agreement is illegal: illegal agreements taint collateral transactions and attract penalties; void agreements (e.g. wagers) leave collateral transactions valid.	TQ 3	PYQ 2019-Dec	L16, p. 577
15.2	An agreement to do an impossible act is void; a contract becomes void when performance becomes impossible or unlawful after it is made (s. 56) — frustration by destruction of subject-matter, death or incapacity, change of law, war or riots: A's promise to supply goods from Indonesia, made impossible by riots, is discharged.	TQ 10, TQ 14, CSQ 7	PYQ 2015-Jun, 2016-Jun, 2017-Dec	L16, p. 587

Topic 16 Discharge of Contracts

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
16.1	A contract is discharged by performance, mutual agreement (novation, rescission, alteration, remission, waiver), impossibility, lapse of time, operation of law (death, insolvency, merger) and breach (actual or anticipatory).	TQ 8	PYQ 2014-Dec	L16, p. 587
16.2	Quantum meruit — payment 'as much as earned' for work done under a contract discharged or void; anticipatory breach — refusal to perform before the due date, letting the other party sue at once or wait.	TQ 19	PYQ 2022-Jun	L16, p. 583

Topic 17 Remedies for Breach

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
17.1	Damages for breach (s. 73) compensate for loss arising naturally or contemplated by the parties — for delayed carriage, the difference between the price the cargo would have fetched on time and its price when it arrived. A stipulated sum or penalty (s. 74) yields only reasonable compensation up to that sum — Boman recovers what the court thinks reasonable, not necessarily ₹10,000.	CSQ 18, CSQ 25	PYQ 2022-Jun, 2025-Jun	L16, pp. 590 – 591

Topic 18 Quasi-Contracts

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
18.1	Government contracts must be expressed in the name of the President or Governor, executed in writing, by an authorised person (Art. 299); when valid they bind the Government like private contracts, but neither the President nor the executing officer is personally liable. Where Art. 299 is not followed, the Government still pays for benefits it voluntarily accepted (s. 70 — State of West Bengal v. B.K. Mondal). The State is vicariously liable for its servants' torts except in sovereign functions.	CSQ 20	PYQ 2024-Jun	L16, p. 582; L4, p. 153

Topic 19 Indemnity and Guarantee

6 Scanner questions · ICSI appearances PYQ 6

Ref	One-liner for the student	Scanner Q	Asked in	SM source
19.1	Indemnity: two parties; the indemnifier promises to save the other from loss caused by the promisor or any other person; liability primary. Guarantee: three parties — creditor, principal debtor, surety; the surety's liability is secondary, arising on the debtor's default, and he may recover from the debtor.	TQ 2, TQ 4	PYQ 2018-Dec, 2021-Dec	L16, p. 592

Ref	One-liner for the student	Scanner Q	Asked in	SM source
19.2	The surety's liability is co-extensive with the principal debtor's (s. 128). He is discharged by revocation of a continuing guarantee as to future transactions by notice or his death (ss. 130 – 131 — Mr X's estate stays liable for past transactions), variance in terms without his consent (s. 133), release or discharge of the principal debtor (s. 134), composition or forbearance with the debtor (s. 135), the creditor's act or omission impairing his remedy (s. 139 — B, who never checked M's cash as promised), and loss of security (s. 141).	TQ 21, CSQ 8, CSQ 16, CSQ 23	PYQ 2026-Jun, 2017-Dec, 2021-Aug, 2025-Jun	L16, pp. 593 – 594

Topic 20 Bailment and Pledge

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
20.1	A finder of lost goods is in the position of a bailee (s. 71): he must take reasonable care, may retain them until compensated for expenses and may sue for a reward offered, and may sell them if perishable or if charges reach two-thirds of their value (s. 169).	TQ 6	PYQ 2014-Jun	L16, p. 598
20.2	A bailee who renders services involving labour or skill on the goods has a particular lien — Munshi, the tailor, may retain the suit until paid (s. 170); a general lien (s. 171) is for bankers, factors, wharfingers, advocates and policy brokers.	CSQ 27	PYQ 2025-Dec	L16, p. 597
20.3	A pawnee on default may sue for the debt retaining the goods, sue for sale, or sell after reasonable notice and recover any deficiency (s. 176) — Gold Leaf may sell Y's pledged car after notice and apply the proceeds; an unpaid seller may sue for the price and for damages for non-acceptance (Sale of Goods Act ss. 55 – 56).	CSQ 23	PYQ 2025-Jun	L16, p. 599

Topic 21 Agency

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
21.1	An agent has authority in an emergency to do all acts a person of ordinary prudence would do in his own case to protect the principal from loss (s. 189): Soman, who sold perishing apples midway, acted within his authority.	CSQ 1	PYQ 2013-Dec	L16, p. 603
21.2	An agent is personally liable where he expressly undertakes it, contracts for a foreign principal, signs a negotiable instrument in his own name, acts for a principal who cannot be sued, or breaches the warranty of authority (s. 230).	CSQ 23	PYQ 2025-Jun	L16, p. 605

Topic 22 E-Contracts and Collaboration Agreements

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
22.1	An e-contract is formed by electronic communication — email, web click-wrap or EDI — and is valid if the essentials of a contract are met; the IT Act recognises electronic records and signatures (s. 10A).	TQ 1	PYQ 2014-Jun	L16, p. 587
22.2	Joint venture and foreign collaboration agreements: an Indian and a foreign party pool capital, technology or know-how; drafting should address the parties and objects, contributions, management and control, technology transfer and IPR, royalties and taxes, exchange-control and regulatory approvals, confidentiality, non-compete, termination and exit, governing law and dispute resolution (arbitration).	TQ 20	PYQ 2024-Dec	L16, p. 607

Part B — Chapter 16 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. The ★★★ lines alone cover about 24% of ICSI appearances in this chapter.

Contract Law

#	One-liner	Weight	Part A ref
1	Valid contract essentials (s. 10); flaws in consent.	★	1.1
2	No intention: domestic and social arrangements (Balfour v. Balfour).	★★	1.2
3	Uberrimae fidei contracts; unpaid premium, no insurance.	★	1.3
4	General offer accepted by performance with knowledge (Carlill; Lalman Shukla; Harbhajan Lal).	★★★	2.1
5	Revocation of offer (s. 6); terms after contract not binding.	★	3.1, 3.2
6	Consideration and s. 25 exceptions; charitable subscriptions.	★★	4.1
7	Privity and its exceptions; consideration from a third party.	★★	4.2
8	Minor's agreement void, no estoppel.	★	5.1
9	Ignorance of law no excuse; silence not fraud.	★	6.1
10	Restraint of trade void, except goodwill sale and reasonable service restraints.	★★	13.1
11	Wager void; collateral valid except in Maharashtra and Gujarat.	★	14.1
12	Void v. illegal; impossibility and frustration (s. 56).	★★	15.1, 15.2
13	Modes of discharge; quantum meruit; anticipatory breach.	★	16.1, 16.2
14	Damages (s. 73); penalty → reasonable compensation (s. 74).	★	17.1
15	Government contracts (Art. 299) and s. 70 quasi-contract.	★	18.1
16	Indemnity v. guarantee; surety co-extensive and discharge (ss. 128 – 141).	★★★	19.1, 19.2
17	Finder as bailee; particular lien; pawnee's rights.	★★	20.1, 20.2, 20.3
18	Agent in emergency; agent's personal liability.	★	21.1, 21.2
19	E-contracts; drafting collaboration agreements.	★	22.1, 22.2

CHAPTER 17

Law relating to Sale of Goods

43 Scanner questions · 26 one-liners · 21 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Law relating to Sale of Goods

SM Lesson 17, pages 615 – 642

Topic 1 Contract of Sale of Goods

8 Scanner questions · ICSI appearances PYQ 8

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	A contract of sale (s. 4) is one by which the seller transfers or agrees to transfer the property in goods to the buyer for a price — the consideration must be money; goods for goods is barter, not sale. The price may be fixed by the contract, left to be fixed in an agreed manner, or by the course of dealing; failing which a reasonable price is payable (s. 9). Where it is to be fixed by a third party's valuation and he cannot or does not value, the agreement is void, but a buyer who has received and appropriated the goods must pay a reasonable price (s. 10).	TQ 17, TQ 11	PYQ 2016-Jun, 2013-Jun	L17, pp. 617, 619
1.2	Goods perishing: where specific goods have, without the seller's knowledge, perished at the time of the contract, the contract is void (s. 7); where, after an agreement to sell and before the risk passes to the buyer, specific goods perish without fault of either party, the agreement is avoided (s. 8).	TQ 18	PYQ 2016-Dec	L17, p. 618
1.3	Auction sales (s. 64): each lot is a separate contract; the sale is complete on the fall of the hammer, and until then any bidder may retract his bid — so the proposition that a bid once given cannot be withdrawn is wrong; the sale may be notified subject to a reserved price; the seller may bid only if the right is expressly reserved; pretended bidding to raise the price makes the sale voidable by the buyer. The auctioneer impliedly undertakes that the seller has a right to sell, that he will deliver on payment, and that the buyer will have quiet possession. Damping — bidders discouraging others so as to keep the price down — is an illegal practice; the seller may withdraw the goods.	TQ 3, TQ 9, TQ 13, TQ 17, TQ 2	PYQ 2022-Jun, 2012-Dec, 2013-Dec, 2016-Jun, 2013-Jun	L17, p. 637
1.4	Goods displayed with a price tag are an invitation to offer, not an offer: Makhan placing ₹ 2,000 at the counter is the offer, which the shopkeeper is free to refuse — no contract of sale arises.	CSQ 7	PYQ 2014-Dec	L16, p. 559

Topic 2 Distinction between Sale and Agreement to Sell

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
2.1	Sale v. agreement to sell (s. 4): in a sale the property passes at once — an executed contract; the buyer bears the risk, the seller may sue for the price, and on the buyer's insolvency the seller must prove for the price. In an agreement to sell the property passes at a future time or on fulfilment of a condition — an executory contract; the seller bears the risk and can sue only for damages, and the buyer has only a personal remedy for damages, not a right to the goods.	TQ 4, TQ 8	PYQ 2018-Dec, 2022--Jun	L17, p. 616

Topic 3 Sale and Bailment

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.1	Sale v. bailment: a sale transfers the property in goods for a price; a bailment transfers only possession for a purpose, the goods to be returned or disposed of as directed; the bailee cannot pass title, and there is no price, only charges or remuneration.	TQ 6	PYQ 2019-Dec	L17, p. 616

Topic 4 Sale and Hire Purchase Agreement

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	Hire purchase: the hirer has possession and an option to buy; property passes only on payment of the last instalment. A hirer such as Mr. A, who sells the refrigerator during the hire, has no title and passes none — C gets no better title (s. 27). Where the person letting on hire purchase was not himself the owner, the hirer may recover what he paid from him and may be asked by the true owner to pay a reasonable rent for the use of the goods.	CSQ 3, CSQ 11	PYQ 2013-Jun, 2015-Dec	L17, pp. 616, 630

Topic 5 Implied Warranties (Conditions and Warranties)

8 Scanner questions · ICSI appearances PYQ 8

Ref	One-liner for the student	Scanner Q	Asked in	SM source
5.1	Condition v. warranty (s. 12): a condition is a stipulation essential to the main purpose of the contract, breach of which gives the right to treat the contract as repudiated; a warranty is collateral to the main purpose, breach of which gives only a claim for damages, not a right to reject the goods. Whether a stipulation is a condition or a warranty depends on the construction of the contract, not on its name.	TQ 5, TQ 7	PYQ 2019-Jun, 2021-Dec	L17, p. 620

Ref	One-liner for the student	Scanner Q	Asked in	SM source
5.2	Breach of condition treated as breach of warranty (s. 13): where the buyer waives the condition, elects to treat the breach as a breach of warranty, or — in a non-severable contract — has accepted the goods or part of them, he cannot reject the goods but may claim damages, unless there is a term to the contrary.	TQ 15	PYQ 2014-Jun	L17, p. 620
5.3	Sale by sample as well as by description (s. 15): the goods must correspond with both the sample and the description. Tea that matches the sample but is not Darjeeling tea breaches the implied condition — Bhusan may reject it and recover the price.	TQ 16	PYQ 2014-Dec	L17, p. 625
5.4	Fitness for purpose (s. 16(1)): there is no implied condition of fitness where the buyer orders goods under their patent or trade name — the buyer of the patent furnace who ordered it by name did not rely on the seller's skill, so the seller is not responsible.	CSQ 1	PYQ 2012-Dec	L17, p. 624
5.5	Where the buyer makes known the purpose, expressly or by necessary implication (as where goods have only one use), and relies on the seller's skill, and the goods are of a description the seller deals in, there is an implied condition that they are reasonably fit for that purpose (s. 16(1)); goods bought by description from a dealer must be of merchantable quality (s. 16(2)). The doctor who contracted a skin disease from woollen undergarments (Grant v. Australian Knitting Mills) and the buyer injured by a bursting hot-water bottle (Priest v. Last) may claim damages from the seller.	CSQ 16, CSQ 17, CSQ 21	PYQ 2019-Dec, 2021-Aug, 2025-Jun	L17, p. 623

Topic 6 Doctrine of Caveat Emptor

5 Scanner questions · ICSI appearances PYQ 5

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	Caveat emptor (s. 16): let the buyer beware — there is no implied condition as to quality or fitness for any particular purpose. Exceptions: purpose made known and reliance on the seller's skill; sale by description from a dealer (merchantability); usage of trade; sale by sample; express agreement; and consent obtained by fraud or misrepresentation.	TQ 19, TQ 21	PYQ 2017-Dec, 2020-Dec	L17, p. 626
6.2	Where the goods have only one obvious purpose the buyer need not state it: a refrigerator unfit to make ice is unfit for the purpose for which it is sold, and the dealer must refund the price.	CSQ 6	PYQ 2014-Jun	L17, p. 624

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.3	Where the buyer does not disclose the purpose (cloth bought for uniforms, fit for other uses) or buys on his own judgment (synthetic pearls taken for natural, the seller silent), caveat emptor applies: the seller is not bound to disclose and the buyer has no remedy, unless the seller made a false representation or actively concealed a defect.	CSQ 11, CSQ 14	PYQ 2015-Dec, 2016-Dec	L17, pp. 624, 626

Topic 7 Effects of Contracts

13 Scanner questions · ICSI appearances PYQ 13

Ref	One-liner for the student	Scanner Q	Asked in	SM source
7.1	Property passes when the parties intend it to pass (s. 19): in an unconditional contract for specific goods in a deliverable state, when the contract is made, whatever the time of delivery or payment (s. 20). Risk follows property — res perit domino (s. 26): Kunal, owner of the refrigerator left in Rohit's shop, bears its loss in the flood and must pay the price.	TQ 12, CSQ 20	PYQ 2013-Jun, 2024-Dec	L17, pp. 616, 629
7.2	Goods on approval or sale or return (s. 24): property passes when the buyer signifies approval or does any other act adopting the transaction (such as re-delivering on similar terms), or retains the goods beyond the fixed or a reasonable time. Each person who passes the goods on adopts his own transaction and becomes the owner; the loss falls on the last person who adopted (Sumit; C), not on one who had not; goods destroyed during the trial period, before approval, are at the seller's risk.	CSQ 8, CSQ 13, CSQ 10	PYQ 2014-Dec, 2016-Dec, 2015-Jun	L17, p. 628
7.3	Nemo dat quod non habet (s. 27): a seller who is not the owner, and does not sell with the owner's authority, passes no better title than he has — the finder of a ring, or the seller of a stolen car, passes none, and the true owner may recover it. Exceptions: estoppel; sale by a mercantile agent; sale by one of several joint owners in sole possession (s. 28); sale under a voidable contract not rescinded (s. 29); seller or buyer in possession (s. 30); sale by an unpaid seller (s. 54); finder, pledgee and official sales under other laws.	TQ 10, TQ 14, CSQ 15, CSQ 18	PYQ 2012-Dec, 2013-Dec, 2018-Dec, 2022-Jun	L17, p. 630
7.4	Implied condition as to title (s. 14(a)): a buyer such as Ramesh, deprived of a stolen car by its owner, may recover the price and damages from the seller, Suresh, for breach of the condition that the seller had the right to sell.	CSQ 18	PYQ 2022-Jun	L17, p. 622
7.5	Estoppel (s. 27): where the owner by his conduct — Arun's silence when Barun claimed to be his agent — leads the buyer to believe the seller has authority to sell, he is precluded from denying it; Tarun gets a good title.	CSQ 2	PYQ 2012-Dec	L17, p. 620

Ref	One-liner for the student	Scanner Q	Asked in	SM source
7.6	Joint owner in sole possession (s. 28): where one of several joint owners has, with the others' permission, sole possession and sells, the property passes to a buyer in good faith without notice of the others' rights — Sudhir gets a good title to the truck.	CSQ 22	PYQ 2025-Jun	L17, p. 630
7.7	Seller in possession after sale (s. 30(1)): a seller who continues in possession and resells to a buyer who takes delivery in good faith without notice of the earlier sale passes a good title — Roy acquires good title; Basu's remedy is against Malhotra.	CSQ 5	PYQ 2013-Jun	L17, p. 631
7.8	Anticipatory breach (s. 60): where a party repudiates before the date of delivery, the other may treat the contract as subsisting and wait for the due date, or treat it as rescinded and sue for damages at once — the Retailer may claim damages from the Wholesaler.	CSQ 4	PYQ 2013-Jun	L17, p. 634

Topic 9 Unpaid Seller

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
9.1	An unpaid seller (s. 45) is one to whom the whole price has not been paid or tendered, or who received a negotiable instrument as conditional payment that has been dishonoured. Against the goods he has a lien, a right of stoppage in transit and a right of resale; against the buyer, a suit for price, for damages for non-acceptance, for interest and for anticipatory breach.	TQ 20	PYQ 2020-Dec	L17, p. 635
9.2	Lien (ss. 47 – 49): the unpaid seller in possession may retain the goods until paid where they are sold without credit, the credit has expired or the buyer is insolvent; it is lost when he delivers to a carrier without reserving the right of disposal, when the buyer lawfully obtains possession, or by waiver — but not merely because he has obtained a decree for the price.	TQ 1, TQ 20	PYQ 2012-Dec, 2020-Dec	L17, p. 636

Topic 10 Rights of an Unpaid Seller against the Buyer

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
10.1	Stoppage in transit (ss. 50 – 52): an unpaid seller who has parted with the goods may stop them in transit on the buyer's insolvency and resume possession; part delivery does not end transit of the rest unless it shows an agreement to give up possession of the whole. RK, Ram and A may stop the consignment still in transit, and the Official Receiver fails. The seller may resell perishable goods, where the right is reserved, or after notice to the buyer if he does not pay within a reasonable time (s. 54).	CSQ 9, CSQ 12, CSQ 19	PYQ 2014-Dec, 2016-Jun, 2023-Dec	L17, p. 636

Part B — Chapter 17 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. The ★★★ lines alone cover about 16% of ICSI appearances in this chapter.

Law relating to Sale of Goods

#	One-liner	Weight	Part A ref
1	Sale requires money consideration; price fixed by contract, by third party or reasonable price (ss. 9 – 10).	★	1.1
2	Goods perished before contract: void (s. 7); after agreement, before risk passes: avoided (s. 8).	★	1.2
3	Auction: complete on fall of hammer; bid retractable till then; damping and pretended bidding.	★★	1.3
4	Price tag in a showcase is an invitation to offer.	★	1.4
5	Sale (executed, property passes) v. agreement to sell (executory).	★	2.1
6	Sale transfers property; bailment transfers possession only.	★	3.1
7	Hirer under hire purchase has no title to pass.	★	4.1
8	Condition (reject) v. warranty (damages only) (s. 12).	★	5.1
9	Breach of condition treated as breach of warranty (s. 13).	★	5.2
10	Sample plus description: goods must match both (s. 15).	★	5.3
11	No fitness condition for goods bought by patent or trade name.	★	5.4
12	Fitness for purpose and merchantability: Grant; Priest v. Last.	★★	5.5
13	Caveat emptor and its exceptions (s. 16).	★★	6.1, 6.3
14	Single-purpose goods: purpose need not be stated.	★	6.2
15	Property passes when intended (s. 19); risk follows property (s. 26).	★	7.1
16	Sale or return: property passes on adoption or retention (s. 24).	★★	7.2
17	Nemo dat (s. 27) and its exceptions (ss. 27 – 30).	★★★	7.3, 7.5, 7.6, 7.7
18	Implied condition as to title (s. 14(a)).	★	7.4
19	Anticipatory breach: wait or sue at once (s. 60).	★	7.8
20	Unpaid seller (s. 45); lien and its loss (ss. 47 – 49).	★	9.1, 9.2
21	Stoppage in transit and resale (ss. 50 – 54).	★★	10.1

CHAPTER 18

Law relating to Negotiable Instruments

36 Scanner questions · 24 one-liners · 22 revision pointers

Part A — One-liners mapped to Scanner questions and Study Material

Law relating to Negotiable Instruments

SM Lesson 18, pages 643 – 689

Topic 1 Effect of Negotiability

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
1.1	Negotiability v. assignability: a negotiable instrument passes by delivery (bearer) or endorsement and delivery (order), needs no notice to the debtor and no stamp on transfer, and the transferee in due course takes free of the transferor's defects in title; assignment of a debt or actionable claim needs a written, signed instrument and notice to the debtor (TP Act, s. 130), and the assignee takes subject to all equities against the assignor.	TQ 1, TQ 2	PYQ 2013-May, 2018-Dec	L18, p. 661

Topic 3 Kinds of Negotiable Instruments

6 Scanner questions · ICSI appearances PYQ 6

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.1	Promissory note (s. 4): a 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 the bearer. 'I.O.U. ₹ 500, will pay as soon as possible' is a mere acknowledgment of debt, not a promissory note; a promise to pay 'provided I receive payment from my client' is conditional and is not a promissory note either.	TQ 15, CSQ 16, CSQ 18	PYQ 2020-Dec, 2025-Dec, 2026-Jun	L18, p. 645
3.2	Bearer v. order instrument: a bearer instrument is payable to the bearer, or its only or last endorsement is in blank, and is negotiated by mere delivery; an order instrument is payable to a specified person or his order and is negotiated by endorsement and delivery; a bearer instrument cannot be payable to bearer on demand unless it is a cheque.	TQ 4	PYQ 2019-Dec	L18, p. 662
3.3	Ambiguous v. inchoate instrument: an ambiguous instrument may be construed as either a bill or a note, at the holder's election, and once elected binds as such (s. 17); an inchoate instrument is one signed and delivered stamped but otherwise wholly or partly blank — the holder may fill it up for any amount covered by the stamp, and the signer is liable to a holder in due course for that amount (s. 20).	TQ 6	PYQ 2022-Jun	L18, p. 644

Ref	One-liner for the student	Scanner Q	Asked in	SM source
3.4	A cheque includes the electronic image of a truncated cheque and a cheque in electronic form (s. 6): truncation by the clearing house or bank, replacing physical movement with an electronic image, is valid presentment — Meena's objection fails and Ravi's account may be credited.	CSQ 17	PYQ 2025-Dec	L18, p. 666

Topic 4 Parties to Bills of Exchange

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
4.1	Drawee in case of need (s. 7): a person named in the bill to be resorted to in case of need — the bill is not dishonoured until he too has dishonoured it. Acceptance for honour (ss. 108 – 112): after a bill is noted or protested for non-acceptance, any person may, with the holder's consent, accept it supra protest for the honour of a party liable, and becomes liable to subsequent parties.	TQ 11	PYQ 2014-Nov	L18, p. 647
4.2	A minor may draw, endorse, deliver and negotiate an instrument so as to bind all parties except himself (s. 26): a note executed jointly by P, a major, and Q, a minor, binds P but not Q; Z, endorsee from the minor payee Y, may recover from the drawer X.	CSQ 4, CSQ 11	PYQ 2015-May, 2019-Dec	L18, p. 659
4.3	Acceptor of a bill drawn in a fictitious name (s. 42): an acceptor of a bill drawn in a fictitious name and payable to the drawer's order is not relieved of liability to a holder in due course claiming under an endorsement in the same hand as the drawer's signature — S cannot avoid payment to P.	CSQ 9	PYQ 2017-May	L18, p. 661

Topic 5 Distinction between Bill of Exchange, Promissory Note and Cheque

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
5.1	Promissory note v. bill of exchange: a note has two parties (maker and payee), a bill three (drawer, drawee, payee); a note contains a promise, a bill an order; the maker of a note is primarily liable, the drawer of a bill only on dishonour by the drawee; a note needs no acceptance, a bill payable after sight must be accepted; notice of dishonour is not needed to hold the maker of a note but is needed for a bill; neither may be payable to bearer on demand.	TQ 2, TQ 5	PYQ 2018-Dec, 2021-Dec	L18, p. 644
5.2	Cheque v. bill of exchange: a cheque is always drawn on a banker and payable on demand; it needs no acceptance, no stamp and no days of grace, may be crossed and may be payable to bearer on demand; payment may be countermanded by the drawer; noting or protest is not required on dishonour.	TQ 3, TQ 7	PYQ 2019-Jun, 2024-Jun	L18, p. 644

Topic 6 Liability of a Banker

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
6.1	The banker must refuse payment where the customer countermands payment; on notice of the customer's death, insolvency or insanity; on a garnishee or other court order; on notice of assignment of the credit balance; when he knows the holder's title is defective; and on notice to close the account. He may refuse where the cheque is post-dated, funds are insufficient (with no arrangement), the cheque is of doubtful legality, not duly presented, irregular, ambiguous or materially altered, presented at a branch where there is no account, not signed by all joint holders, or stale.	TQ 18, TQ 10	PYQ 2026-Jun, 2013-Nov	L18, p. 653

Topic 8 Holder

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
8.1	Holder (s. 8): the person entitled in his own name to possession of the instrument and to receive or recover the amount due — a holder in law (de jure), not merely in possession. A thief, a person under a forged endorsement, an agent holding for his principal (M, entrusted without endorsement) and a payee prohibited by court order from receiving payment are not holders.	TQ 16, CSQ 7	PYQ 2021-Dec, 2016-Nov	L18, p. 659

Topic 9 Holder in Due Course

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
9.1	Holder in due course (s. 9): a holder for consideration who became possessor before maturity without sufficient cause to believe in any defect in the title of the person from whom he derived his title. Every prior party — drawer, acceptor and endorsers — is liable to him jointly and severally until the instrument is duly satisfied (s. 36): E may recover from A, B, C and D. Privileges: estoppel against denying the original validity of the instrument and the payee's capacity to endorse (ss. 120 – 122); an inchoate instrument binds for the full amount; the instrument is cleansed of defects.	TQ 8, CSQ 10	PYQ 2012-Nov, 2019-Jun	L18, p. 659
9.2	A holder who derives title from a holder in due course has his rights, unless he was himself a party to the fraud or illegality affecting the instrument (s. 53): S (or F), who obtained the bill from T (or G) by fraud, cannot recover even though it passed through a holder in due course.	CSQ 3, CSQ 8	PYQ 2014-Nov, 2016-Nov	L18, p. 655

Topic 12 Endorsement

4 Scanner questions · ICSI appearances PYQ 4

Ref	One-liner for the student	Scanner Q	Asked in	SM source
12.1	Restrictive endorsement prohibits or restricts further negotiation ('pay A only'). Qualified endorsement limits or negatives the endorser's liability: sans recourse (the endorser is not liable to subsequent holders on dishonour), sans frais (no expense to be incurred on his account), facultative (waiver of the endorser's rights, such as notice of dishonour) and conditional or contingent (liability dependent on an event).	TQ 12, TQ 13	PYQ 2015-May, 2015-Nov	L18, p. 663
12.2	A forged endorsement is a nullity: a person claiming through it acquires no title, even as a bona fide transferee for value — C gets no title to the cheque on which B forged A's endorsement. But where the instrument has been endorsed in blank and is negotiable by delivery, a holder can trace title independent of the forged endorsement — D may claim payment through A's blank endorsement.	CSQ 5, CSQ 13	PYQ 2015-Nov, 2024-Jun	L18, pp. 662, 664

Topic 14 Dishonour and its remedies

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
14.1	Notice of dishonour is not necessary where the drawer could not suffer damage for want of it (s. 98) — Ram, who had no funds and no authority to overdraw, is not entitled to notice from Gopal.	CSQ 2	PYQ 2014-May	L18, p. 660

Topic 16 Discharge

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
16.1	Material alteration (s. 87) — one changing the instrument's character or the parties' liability, such as the date, sum, time or place of payment, or adding a place of payment — renders it void against anyone who was a party before the alteration and did not consent; an alteration made by an endorsee discharges his endorser. Alterations to carry out the common intention, filling an inchoate instrument and crossing a cheque are not material alterations.	TQ 9	PYQ 2013-May	L18, p. 669
16.2	Delay in presenting a cheque (s. 84): where the drawer had sufficient funds when it ought to have been presented and suffers actual damage through the delay — as by failure of the bank — he is discharged to that extent; the holder becomes the bank's creditor in his place. B cannot demand payment from A.	CSQ 1	PYQ 2014-May	L18, p. 669

Topic 17 Penalties in case of Dishonour of Cheques

3 Scanner questions · ICSI appearances PYQ 3

Ref	One-liner for the student	Scanner Q	Asked in	SM source
17.1	Dishonour of cheque (s. 138): the drawer of a cheque for a legally enforceable debt returned unpaid for insufficient funds or exceeding the arrangement — including after a stop-payment instruction (Modi Cements) — commits an offence punishable with imprisonment up to two years, fine up to twice the amount, or both, provided the cheque was presented within six months or its validity period, whichever is earlier, the payee gave written notice within 30 days of learning of the dishonour, and the drawer failed to pay within 15 days of receiving it; the complaint is filed within one month of the cause of action. A cheque presented after its validity period, like Mukesh's, attracts no s. 138 liability.	TQ 14, CSQ 15, CSQ 14	PYQ 2017-May, 2025-Jun, 2024-Dec	L18, p. 673
17.2	Interim compensation (s. 143A): the court may order the drawer to pay up to 20 per cent of the cheque amount, within 60 days (extendable by 30); if the drawer is acquitted, the complainant must repay it with interest at the RBI bank rate within 60 days (extendable by 30) (s. 143A(4)). Summons may be served by speed post or approved courier, and an acknowledgment or a refusal endorsement is deemed due service (s. 144).	CSQ 14	PYQ 2024-Dec	L18, pp. 676 – 677

Topic 18 Offences by Companies

2 Scanner questions · ICSI appearances PYQ 2

Ref	One-liner for the student	Scanner Q	Asked in	SM source
18.1	Offences by companies (s. 141): where the company commits the s. 138 offence, every person in charge of and responsible to it for the conduct of its business is also guilty, unless he proves lack of knowledge or due diligence; a director or officer whose consent, connivance or neglect is proved is liable; nominee directors of the government are excluded. A promoter who is neither the drawer nor in charge of the company, like Mr. Bean, is not liable; S, the director who issued the cheque, is.	CSQ 6, CSQ 14	PYQ 2016-May, 2024-Dec	L18, p. 673

Topic 20 Offences to be Compoundable

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
20.1	Every offence under the Act is compoundable (s. 147): a s. 138 complaint may be referred to mediation or other ADR for settlement (Dayawati v. Yogesh Kumar Gosain, Del HC, 2017).	CSQ 12	PYQ 2023-Dec	L18, p. 673

Topic 21 National Electronic Funds Transfer (NEFT) and Real Time Gross Settlement (RTGS)

1 Scanner question · ICSI appearances PYQ 1

Ref	One-liner for the student	Scanner Q	Asked in	SM source
21.1	NEFT is the RBI's nation-wide electronic funds transfer system, settling in half-hourly batches round the clock, with no minimum or maximum amount; it is safe, cheap (no charges for online savings-account transactions), needs no physical instrument, and gives confirmation to the remitter; RTGS settles individual high-value transfers in real time.	TQ 17	PYQ 2024-Dec	L18, p. 678

Part B — Chapter 18 One-liner Revision Sheet

Deduplicated and in Study Material order. Click a 'Part A ref' to jump to the Part A row(s) carrying the full wording, the Scanner questions and the SM page. Refs read Topic.Row. Weight: ★★★ asked 6 or more times · ★★ 3 – 5 times · ★ once or twice, counting ICSI examinations. No line in this chapter reaches ★★★; every pointer has been asked fewer than six times.

Law relating to Negotiable Instruments

#	One-liner	Weight	Part A ref
1	Negotiability v. assignability.	★	1.1
2	Promissory note needs an unconditional undertaking — an I.O.U. or a conditional promise is not one.	★★	3.1
3	Bearer v. order; ambiguous v. inchoate instruments.	★	3.2, 3.3
4	Truncated and electronic cheques are cheques (s. 6).	★	3.4
5	Drawee in case of need; acceptance for honour.	★	4.1
6	Minor binds all parties except himself (s. 26).	★	4.2
7	Acceptor of bill in fictitious name liable to HDC (s. 42).	★	4.3
8	Note v. bill; cheque v. bill.	★★	5.1, 5.2
9	When a banker must refuse and may refuse payment.	★	6.1
10	Holder (s. 8) is holder in law; thief, forger, agent are not.	★	8.1
11	HDC (s. 9): all prior parties liable (s. 36); privileges.	★	9.1
12	Title from HDC unless party to the fraud (s. 53).	★	9.2
13	Restrictive and qualified endorsements: sans recourse, sans frais.	★	12.1
14	Forged endorsement passes no title; blank endorsement exception.	★	12.2
15	Notice of dishonour unnecessary where drawer suffers no damage (s. 98).	★	14.1
16	Material alteration voids instrument (s. 87).	★	16.1
17	Delay in presenting a cheque discharges drawer to extent of damage (s. 84).	★	16.2
18	Section 138: presentment, 30-day notice, 15 days to pay, one-month complaint.	★★	17.1
19	Interim compensation (s. 143A) and its refund; service of summons (s. 144).	★	17.2
20	Offences by companies (s. 141).	★	18.1
21	Offences compoundable; mediation (s. 147).	★	20.1
22	NEFT and RTGS.	★	21.1