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Weekly Legal Current Affairs

26 October – 1 November 2026

This week at a glance

- Section 43D(7) UAPA bars bail only if a foreigner's entry itself was illegal; an overstayed visa does not count, and default bail stood.
- Tribunal rewrote a development agreement into specific performance, breaching s.28(3); award stays set aside, yet Article 142 orders refund with 9% interest.
- Section 96(3) bars appeals by parties to a consent decree, not strangers; a prejudiced non-party can seek leave to appeal, even after 11 years.
- Seven years of cohabitation after learning of his earlier marriage: no rape, cheating or bigamy case, and discharge under s.227 CrPC follows.

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Judgments of the week

1. Union of India v. Mohamed Rifas @ Mohamed Rigbas Criminal Procedure

2026 INSC 1160 · Aravind Kumar, Vipul M. Pancholi · 27 October 2026

Facts. The respondent, allegedly a Sri Lankan national, was arrested in 2018 in a UAPA conspiracy case and got default bail under Section 167(2) CrPC for want of a chargesheet. The NIA took over, filed its chargesheet in January 2021, and in April 2022 moved to cancel bail, pleading suppression of nationality and Section 43D(7) UAPA. The basis was a later FIR alleging his confession to a Village Administrative Officer that he entered on a visa, overstayed and obtained Indian identity papers. The Special Court cancelled bail, the Madras High Court reversed, and the Union appealed.

Issue. When Section 43D(7) UAPA bars bail to a foreign national, and whether default bail granted under Section 167(2) could be cancelled on grounds of suppression of nationality or because the chargesheet was later filed.

Held. The Court read Section 43D(7) as having three ingredients, namely an accused under the UAPA, a non-citizen, and unauthorised or illegal entry, joined by 'and', so that a visa later expiring does not convert a lawful entry into an illegal one. Once those are prima facie shown, the bar is nearly absolute and the accused must prove 'very exceptional circumstances' with written reasons. Here the prosecution's own later FIR said he entered on a valid visa, so the bar failed, and since the non-obstante clause in sub-section (7) overrides only sub-sections (5) and (6), it does not touch default bail under Section 43D(2). On the confession, it relied on Sivakumar v. State, R. Kuppusamy, Baskaran v. State of Tamil Nadu and Kadamanian to say that an extra-judicial confession to a Village Administrative Officer is not hit by Section 25 of the Evidence Act (now Section 23(1) BSA), subject to voluntariness and credibility, though its value is for trial. On cancellation, it followed Gurcharan Singh v. State (Delhi Administration), Abdul Basit v. Mohd. Kadir Chaudhary, Neeru Yadav and Deepak Yadav v. State of U.P. to distinguish setting aside a perverse grant from cancelling for post-bail conduct or supervening circumstances. It found no suppression, since default bail is granted as of right, and with T. Gangi Reddy needing a special and strong ground and the delay of over a year unexplained, the appeal was dismissed.

> ***Why it matters.*** *Contrast appeal against a bail order (perversity) with cancellation (supervening circumstances, Gurcharan Singh and Dolat Ram), and note that Section 25 Evidence Act bars confessions to police only, not to a village officer.*

Provisions: Unlawful Activities (Prevention) Act 1967, s.43D(2); Unlawful Activities (Prevention) Act 1967, s.43D(7); Code of Criminal Procedure 1973, s.167(2); Code of Criminal Procedure 1973, s.439(2); Indian Evidence Act 1872, s.25; Bharatiya Sakshya Adhiniyam 2023, s.23(1)

2. Shreeram Builders v. Upendra Kantilal Thanawala Arbitration

2026 INSC 1176 · Sanjay Kumar, Sanjeev Sachdeva · 29 October 2026

Facts. Landowners signed an 'Agreement for Development' in 2003 with Shreeram Builders for their 2/9th share in Thane land, price fixed on projected FSI, with an arbitration clause and time of the essence. The builder paid late, never got a plan sanctioned, and the owners terminated in 2008. A majority award held the agreement to be an agreement to sell, declared termination illegal and granted specific performance at six times the contract rate. The Section 34 court upheld it, but the Bombay High Court set it aside in appeal under Section 37.

Issue. Could the High Court set aside the majority award under unamended Section 34 read with Section 28(3) of the Arbitration Act for rewriting the contract, and what relief follows?

Held. Relying on Gayatri Balasamy v. ISG Novasoft Technologies, the Court held that Section 37 jurisdiction is coterminous with Section 34, and following Ssangyong Engineering v. NHAI and BCCI v. Kochi Cricket it applied the unamended Section 34 because the applications predated 23.10.2015. Surveying Renusagar, ONGC v. Saw Pipes, Associate Builders, Western Geco, DDA v. R.S. Sharma, UHL Power and OPG Power v. Enexio, it reiterated that a plausible construction of a contract is for the arbitrator, but a view contrary to express terms is patent illegality. The Court did not need to decide whether the deed was a development agreement or an agreement to sell, citing Sasan Power v. North American Coal that nomenclature and stamp duty do not decide character. What mattered was the sequence: full payment by 01.03.2008 was required before conveyance, consideration stayed open until plan sanction, and the majority award also pulled in excluded property, adjusted payments under a superseded MoU (Clause 51) and invented a rate of Rs.5,490 per square foot. It treated the award as if it were a suit for specific performance, and the alternative award of damages was contrary to the tenets applicable to arbitral awards. As the owners had themselves ignored Clause 54, which required return of consideration, the Court invoked Article 142 to avoid a fresh round and ordered refund of all payments with 9% simple interest from each payment date.

> ***Why it matters.*** *Contrast the narrow s.34 review in Associate Builders (plausible view survives) with Ssangyong (rewriting the bargain does not), and remember the unamended s.34 applies to applications filed before 23.10.2015.*

Provisions: Arbitration and Conciliation Act 1996, s.34 (unamended); Arbitration and Conciliation Act 1996, s.37; Arbitration and Conciliation Act 1996, s.28(3); Arbitration and Conciliation Act 1996, s.33(4); Constitution of India, Art.142

3. Girishbhai Natwarlal Patel v. Gautam Punjabhai Palkhiwala (Dead) by LRs Civil / CPC

2026 INSC 1177 · J.B. Pardiwala, K. Vinod Chandran · 30 October 2026

Facts. A 2012 suit for specific performance on a 1996 agreement to sell ended in a consent decree dated 29 April 2013, executed in 2022 by a Court Commissioner in favour of the appellant, who had held the defendants' power of attorney. Members of a family claiming through a 1975 sale deed learned of the changed revenue entries in 2023, and in 2024 filed a first appeal in the Gujarat High Court with applications for leave, condonation of 11 years' delay and interim relief. The High Court granted an ex parte ad interim injunction, later continued after hearing the appellant, condoned the delay and granted leave.

Issue. Whether a stranger to a consent decree can appeal against it despite Section 96(3) and Order XXIII Rules 3 and 3A CPC, whether the 11-year delay was rightly condoned, and whether the interim injunction was sustainable.

Held. The Court read Section 96(3) with Order XXIII Rule 3 and Rule 3A as resting on the estoppel flowing from the parties' own compromise. Banwari Lal v. Chando Devi, Pushpa Devi Bhagat v. Rajinder Singh and R. Rajanna v. S.R. Venkataswamy were held to describe the remedies of parties to the compromise only, and Triloki Nath Singh v. Anirudh Singh was distinguished because the transferee there claimed through a party pendente lite. A stranger asserting an independent right is therefore not barred, but must show that he is a person aggrieved, prejudicially affected or bound by the decree, as set out in V.N. Krishna Murthy v. Ravikumar and H. Anjanappa v. A. Prabhakar. The Court found a cognisable interest in the 1975 sale deed and the circumstances: the 2012 suit on a 16-year-old agreement, the quick consent decree, execution only in 2020, and the appellant's power of attorney and past chairmanship of the plaintiff society. On delay, time ran from when non-parties acquired knowledge, here 2023, and the RTI reply of March 2024, and not from the decree. The ex parte injunction was upheld because impleadment could be heard only after leave, and it was in any case continued after an inter partes hearing. The Court stressed that nothing was decided on fraud or collusion, and asked the High Court to dispose of the appeal within three months.

> ***Why it matters.*** *Contrast a party to a compromise (only remedy is before the recording court under the proviso to Order XXIII Rule 3) with a stranger (leave to appeal under Section 96 as a person aggrieved).*

Provisions: Code of Civil Procedure 1908, s.96(3); Code of Civil Procedure 1908, O.XXIII r.3; Code of Civil Procedure 1908, O.XXIII r.3A; Code of Civil Procedure 1908, O.XLIII r.1A

4. Santhosh Kumar N.P. v. State (SHO, Kadirur Police) Criminal Procedure

2026 INSC 1179 · B.V. Nagarathna, R. Mahadevan · 30 October 2026

Facts. The complainant, a divorcee, said the appellant posed as a bachelor and married her at a Mysuru temple in 1996, and that she consented to sex until 2003 believing the marriage valid. Her DV Act case failed, her first complaint was dismissed for non-prosecution, and a second complaint sent under Section 156(3) CrPC led to an FIR under IPC Sections 376, 420, 493, 494 and 495. The trial court refused discharge and the Kerala High Court affirmed in 2025.

Issue. Do the FIR and chargesheet, taken as they stand, disclose enough to proceed against the accused for rape, cheating, deceitful inducement of belief in lawful marriage and bigamy, or must he be discharged under Section 227 CrPC?

Held. The Court restated the discharge test from Union of India v. Prafulla Kumar Samal and Sajjan Kumar v. CBI: the judge may sift evidence to see whether a prima facie case exists, grave suspicion justifies a charge, and the judge is no post office for the prosecution nor does he hold a mini-trial. Here the probability of any offence was non-existent. 'Repeatedly' in Section 376(2)(n) means separate acts in a pattern of coercion or continued deceit, not intimacy within a continuing relationship that later turns sour. Section 420 failed because no property or valuable security (Section 30 IPC) was delivered or altered. Section 493 failed because she admitted her knowledge of the first marriage in 1996 and still cohabited, so she could not have believed herself lawfully wedded. Sections 494 and 495 failed because a thali ceremony, an unnamed temple and a priest's bare statement did not prima facie show a valid Hindu marriage, and the IVF forms and joint account showed only a relationship. The Court warned against retrospectively converting failed consensual relationships into rape cases, while noting that genuine cases of a woman kept wholly in the dark still deserve vigorous prosecution.

> ***Why it matters.*** *Pair with Prafulla Kumar Samal on s.227 (grave suspicion versus mere suspicion), and note that consent vitiated by misconception of fact needs a deception that was real and operative, not one the woman already knew of.*

Provisions: Code of Criminal Procedure 1973, s.227; Indian Penal Code 1860, s.376(2)(n); Indian Penal Code 1860, s.420; Indian Penal Code 1860, s.493; Indian Penal Code 1860, s.494; Indian Penal Code 1860, s.495; Indian Penal Code 1860, s.30

In brief — also on the docket this week

5 South Bihar Power Distribution Company Ltd. v. India Power Corporation Ltd. Arbitration

2026 INSC 1165 · Ujjal Bhuyan, Atul S. Chandurkar · 28 October 2026

Issue. Whether the licensee, having participated before a consensually appointed sole arbitrator, could still insist on the three-member tribunal; whether the IBC moratorium barred the corporate debtor's arbitral claim; and which forum extends the mandate under Section 29A(4).

Held. The Court held that the licensee knew of the non-compliance with clause 17.2.5, yet consented twice before the High Court, signed the procedural order recording no objection to the sole arbitrator, filed counterclaim and supplementary counterclaim and agreed to extension, so Section 4 read with Section 16(2) deemed the objection waived; the two Section 11 orders were never challenged and had attained finality. It relied on Union of India v. Pam Development Pvt. Ltd. (2014) 11 SCC 366, where participation before a sole arbitrator against a three-member clause amounted to waiver. On the IBC point it agreed that Section 14 bars recovery action against the corporate debtor but does not stop the debtor from pursuing claims, which only bolster its value, and the resolution professional's authority to the signatories was approved by the committee of creditors under Section 28(1)(h). On Section 29A, it traced State of West Bengal v. Associated Contractors (2015) 1 SCC 32, Jagdeep Chowgule v. Sheela Chowgule (2026) 5 SCC 667 and C. Velusamy v. K. Indhera (2026) 5 SCC 340 to hold that 'court' in Section 29A(4) and (6) is the principal civil court of original jurisdiction or a High Court with ordinary original civil jurisdiction, because Section 11 jurisdiction is exhausted once the tribunal is constituted. The High Court's view on that point was set aside, but since the District Court at Patna had already extended the mandate by six months, the appeals were dismissed and the arbitrator was given six weeks to render the award.

6 N. Arasappa v. State of Karnataka Civil / CPC

2026 INSC 1151 · J.B. Pardiwala, K. Vinod Chandran · 26 October 2026

Issue. Whether delay and res judicata could shield an acquisition tainted by fraud and colourable exercise of power, and whether the prior High Court ruling, whose SLP was dismissed, bound the landowners.

Held. The Court found that the 1984 agreement, made before housing schemes of cooperative societies became a public purpose by Section 3(f)(vi) in 1984, had the middleman procure acquisition through the State for a fee, a practice condemned in H.M.T. House Building Cooperative Society v. Syed Khader and the line of decisions that followed. Karithimmaiah had inferred approval from a government communication without checking that a housing scheme and layout were actually approved, and that agreement was never before it. Meghmala and A.C. Ananthaswamy were distinguished on facts. Relying on S.P. Chengalvaraya Naidu v. Jagannath and A.V. Papayya Sastry v. Government of A.P., it stated that fraud vitiates all solemn acts and that the distinction is between a court being mistaken and being misled. Following Kunhayammed v. State of Kerala, the dismissal of an SLP does not lead to merger, so Karithimmaiah gave no Article 141 bar. The Section 16(2) Karnataka notification was

only a rebuttable presumption of possession, and the files showed no layout, no verified membership, and no deposit of the award amount. The Division Bench was set aside and the Single Judge's order restored, with costs enhanced to Rs.50,000 each, possession returned to landowners on refund of compensation without interest, and the society denied any claim.

7 Arjun Gopal v. Union of India Constitution

2026 INSC 1181 · M.M. Sundresh, Prasanna B. Varale · 29 October 2026

Issue. Should the Court maintain a complete ban on firecrackers in Delhi-NCR before Diwali 2026, or regulate certified green crackers for a limited period, given the rights under Articles 21 and 25?

Held. The Court said the right to practise religion under Article 25(1) is subject to public order, morality and health, and that the right to life under Article 21 includes a pollution-free environment, so a religious or festive practice is only a qualified right. It accepted that firecrackers pollute and that all parties agreed on this, but held that the problem lay in implementation, since the State had failed to place findings on the 2025 trial relaxation and conventional crackers were being sold as green ones. Because it had no adequate data on whether the 2024 complete ban served its purpose, it chose to regulate, following the balanced approach in Arjun Gopal (2018) and its own order of 15.10.2025 in M.C. Mehta. Bursting was limited to 6-7 AM and 8-10 PM on 7 and 8 November, with 300-metre no-cracker zones around hospitals, schools and silence zones. Only NEERI and PESO certified green crackers in sealed boxes with product-specific QR codes could be made or sold, while barium crackers and joined series (ladis) stayed prohibited, and cancelled trader licences were restored from 4 to 6 November. Authorities were directed to take security deposits, designate sale sites, check vehicles, run patrols and file AQI and hospital-admission reports with affidavits by 14.12.2026, with the matter listed on 16.12.2026. The Court also invoked the Precautionary Principle as the way forward.

8 Dakshin Gujarat Vij Company Limited v. Vaibhav Metal Crusher General

2026 INSC 1157 · Manoj Misra, K.V. Viswanathan · 26 October 2026

Issue. In an electricity theft case, how is the 'assessed amount' under the third proviso to Section 135(1A) to be determined for restoring supply, and does a Section 127 appeal clash with the Special Court's power under Section 154(5)?

Held. The Court found no assessment provision other than Section 126 and no separate assessing officer for theft, so 'assessed amount' in the third proviso to Section 135(1A) must be read as the Section 126 amount, with the natural justice safeguards of sub-sections (2) and (3). It relied on West Bengal State Electricity Distribution Co. v. Orion Metal for the points that theft is a species of unauthorised use and that Section 126 assessment and Section 154(5) civil liability operate side by side, since assessment needs no proof of mens rea. The licensee's argument that Section 127(4) finality would make Section 154(5) nugatory was rejected: finality is limited to restoration, and Section 154(6) refunds any excess deposit. On interim relief, the Court said High Courts should be circumspect in theft cases, where mens rea is involved, and may even require the full provisional amount. Where the provisional assessment is prima facie arbitrary, restoration on payment of not less than 50%, matching Section 127(2), may be directed with reasons. Both appeals were dismissed, with a clarification that the assessment stays subject to appeal and then to the Special Court's finding.

9 Damodar Valley Corporation v. Maithan Alloys Ltd. General

2026 INSC 1178 · J.B. Pardiwala, K. Vinod Chandran · 30 October 2026

Issue. Whether the Tribunal could review its earlier order on an error-apparent footing when the very point had been settled by the Supreme Court, and whether Sinking Fund and depreciation can both be recovered through tariff.

Held. The Court re-read Bhaskar Shrachi and agreed that the fourth proviso to Section 14 of the Electricity Act keeps the DVC Act alive to the extent it is not inconsistent, so Section 40 of the DVC Act, mirrored in Regulation 43 of the 2009 Tariff Regulations, treats the funds created under it as expenditure recoverable through tariff, alongside depreciation at the CAG rate. It found that the Tribunal's original order had already dealt with the double-allowance argument and that the reviewing consumer had itself conceded in the review petition that the Sinking Fund point was no longer open after Bhaskar Shrachi. On review, it applied State of West Bengal v. Kamal Sengupta (2008) 8 SCC 612: the power under Section 122(f) of the Electricity Act is akin to Order XLVII Rule 1 CPC, an error must be self-evident, an erroneous decision cannot be corrected in the guise of review, and a later decision cannot found a review. An alleged error in a Supreme Court judgment can only be pursued in a properly constituted appeal. The Tribunal's order was set aside, its 2019 order restored, and costs of Rs.2,00,000 on the review petitioner and Rs.1,50,000 on SAIL were imposed.

Statutes, appointments & policy

NEW LAWS, AMENDMENTS & KEY BILLS

- **Bharatiya Vayuyan Niyam, 2026 notified to replace the Aircraft Rules, 1937.** The Ministry of Civil Aviation notified the Bharatiya Vayuyan Niyam, 2026 on 26 October 2026, made under the Bharatiya Vayuyan Adhiniyam, 2024; it was published in the Gazette of India on 31 October 2026 and takes effect on 1 January 2027. Its 220 rules cover registration, airworthiness, licensing, fatigue management and fare transparency (Rule 192 requires airlines to file tariffs with the DGCA and publish them), and it caps commercial pilots-in-command at under 65 years. Specified offences carry up to two years' imprisonment and a fine of up to Rs 1 crore. **— 26 October 2026 · aviationtoday.in**

APPOINTMENTS & INSTITUTIONS

- **:** — At its meeting on 26 October 2026 the Supreme Court Collegium recommended Justice P. Sam Koshy for Delhi, Justice Manash Ranjan Pathak for Gujarat, Justice Tapabrata Chakraborty (Calcutta HC) for Telangana and Justice Sudhir Singh (Patna HC) for Uttarakhand. The posts were being run by acting Chief Justices after three Chief Justices were elevated to the Supreme Court on 5 October 2026. The recommendations await the Union Government's notification. **— 26 October 2026 · scconline.com**
- **:** — On 30 October 2026 the Collegium approved six names for the Chhattisgarh High Court (four advocates and two judicial officers) and five judicial officers for the Madhya Pradesh High Court. The Collegium had separately recommended seven advocates for the Madhya Pradesh High Court on 26 October. **— 30 October 2026 · verdictum.in**

Clear Concepts — textbook revision of two core concepts

Clean Environment versus Religious Freedom: Articles 21, 25(1), 48A and 51A(g)

Constitution

Constitution of India, Arts 21, 25(1), 32, 48A and 51A(g)

Article 21 has been read to include a pollution-free environment, while Article 25(1) protects religious practice only subject to public order, morality and health. Where a festival practice harms public health, the second yields to the first. This week, in Arjun Gopal v. Union of India (2026 INSC 1181), the Supreme Court allowed green crackers in Delhi-NCR only on 7 and 8 November under tight conditions and restored the complete ban from 9 November.

Environment as a facet of life.

- Subhash Kumar: the right to life under Art. 21 includes pollution-free water and air, enforceable by PIL under Art. 32.
- Art. 48A (State to protect and improve the environment) and Art. 51A(g) (citizen's duty) are not enforceable alone but operate through Art. 21.
- Art. 21 also covers freedom from noise pollution; Re Noise Pollution (V) issued norms for firecrackers and loudspeakers.
- Courts may frame guidelines, monitor compliance and seek expert technical bodies' advice under Arts. 32 and 226.

Principles the Court applies.

- Sustainable development: development and ecology are balanced, not opposed (Intellectuals Forum, Tirupati).
- Precautionary principle (Vellore Citizens): anticipate and prevent harm; lack of scientific certainty is no reason to delay; onus lies on the developer.
- Polluter pays: the polluter bears the full environmental cost, but this does not licence pollution on payment.
- Public trust: the State holds natural resources as trustee and its dealings face stricter judicial scrutiny.

Faith, health and the firecracker orders.

- Art. 25(1) is subject to public order, morality, health and the rest of Part III; Art. 25(2)(a) lets the State regulate secular activity linked to religion.
- Re Noise Pollution (V): the ban on noisy crackers between 10 p.m. and 6 a.m. does not breach Art. 25, as Diwali is a festival of lights, not noise.
- Arjun Gopal (2026): religious practice is a qualified right; as the ban failed on enforcement, the Court allowed sealed, QR-coded, NEERI-approved green crackers for two days only.
- Safeguards: 300-metre no-cracker zones around hospitals and schools, designated sale points, AQI reports and compliance affidavits by 14 December 2026.

Leading cases.

- Subhash Kumar v. State of Bihar (AIR 1991 SC 420) — right to pollution-free water and air is part of Art. 21.
- M.C. Mehta v. Union of India (1987) 4 SCC 463 — Art. 21 protects against health hazards from industrial pollution.
- Vellore Citizens' Welfare Forum v. Union of India (1996) 5 SCC 647 — precautionary principle forms part of Indian environmental law.
- Re Noise Pollution (V) (2005) 5 SCC 733 — noisy crackers at night restricted; Art. 25 gives no right to create noise.
- Commissioner of Police v. Acharya Jagadishwarananda Avadhuta (2004) 12 SCC 770 — Art. 25 protects only essential or integral religious practices.

Exam tip. Examiners pair Art. 25(1) with its three limits (public order, morality, health) and ask which Article an environmental right sits under: Art. 21, with 48A and 51A(g) as support.

Consent Decrees and Strangers: Section 96(3) and Order XXIII Rules 3 and 3A

Civil Procedure

Code of Civil Procedure 1908, s.96(3), O.XXIII rr.3 and 3A, O.XLIII r.1A(2)

A consent decree is a contract between the parties with the court's seal on it. The parties cannot appeal on merits or sue to set it aside; their route is the recording court, or an appeal on the compromise itself under O.XLIII r.1A(2). A stranger stands differently. This week, in Girishbhai Patel v. Gautam Palkhiwala (2026 INSC 1177), the Supreme Court held that non-parties who show prejudice may seek leave to appeal, notwithstanding s.96(3).

Making a lawful compromise.

- O.XXIII r.3: the agreement must be lawful, in writing and signed by the parties; an oral compromise does not qualify after the 1976 amendment.
- The Explanation: a compromise void or voidable under the Contract Act is not lawful, so fraud, coercion or undue influence defeats it.
- Proviso to r.3: if one side denies the compromise, the court itself decides, and adjournment is granted only for recorded reasons.
- A consent decree is an estoppel between the parties, but s.11 res judicata does not apply as nothing was heard and decided.

Remedies of a party to the decree.

- s.96(3): no appeal lies against a decree passed with the consent of the parties.
- Order XXIII r.3A: no suit lies to set aside the decree on the ground that the compromise was not lawful (R. Rajanna).
- The only route is the court that recorded it, or under O.XLIII r.1A(2) an appeal against the decree arguing that the compromise should not have been recorded.
- Clause (m) of O.XLIII r.1 was deleted in 1976, so the order recording the compromise is not separately appealable.

Strangers and non-parties.

- Girishbhai (2026): a stranger who neither joined the compromise nor claims through a party is not barred by s.96(3) or r.3A.
- Leave is needed: the applicant must be bound by, aggrieved by or prejudicially affected by the decree; remote or imaginary injury will not do.
- One deriving title from a party to the suit is bound by the compromise and cannot sue to set it aside (Triloki Nath Singh).
- Delay runs from the stranger's knowledge; an 11-year delay was condoned, and an ex parte interim injunction continued after a hearing was upheld.

Leading cases.

- Pushpa Devi Bhagat v. Rajinder Singh (2006) 5 SCC 566 — no appeal against consent decree; the party's remedy lies before the recording court.
- Banwari Lal v. Chando Devi (1993) 1 SCC 581 — a fraudulent compromise is not lawful; its recording can be questioned in appeal under O.XLIII r.1A.
- R. Rajanna v. S.R. Venkataswamy (2014) 15 SCC 471 — r.3A bars a separate suit; the recording court alone decides lawfulness.
- Triloki Nath Singh v. Anirudh Singh (2020 INSC 385) — a person claiming through a party to the suit cannot sue to set aside the compromise decree.
- V.N. Krishna Murthy v. Ravikumar (2020) 9 SCC 501 — a non-party may appeal with leave only if prejudicially affected.

Exam tip. Do not stop at s.96(3): it binds parties to the compromise only, and the stranger's door opens by leave of the appellate court.

Revision capsule — one-line recap of every ruling

- **Union of India:** Section 43D(7) applies only where the accused is a non-citizen who entered India unauthorisedly or illegally, so a lawful entry followed by an overstay does not attract it, and default bail granted under Section 167(2) read with Section 43D(2) was not cancellable on the grounds urged.
- **Shreeram Builders:** An award that substitutes new terms, a new price and alternative damages for the express sequence of obligations in the contract violates s.28(3) and is patently illegal, so the High Court rightly set it aside, but the Supreme Court used Article 142 to direct refund of the amounts paid with 9 per cent simple interest.
- **Girishbhai Natwarlal Patel:** Section 96(3) read with Order XXIII Rules 3 and 3A binds only the parties to the compromise, so a non-party whose independent rights are prejudiced may obtain leave to appeal against a consent decree and the delay was properly condoned on the date-of-knowledge explanation.
- **Santhosh Kumar N.P.:** On the complainant's own case she learnt of the earlier marriage within months and stayed on for seven years, so no ingredient of ss.376(2)(n), 420, 493, 494 or 495 IPC is made out and the accused is discharged.

- **South Bihar Power Distribution Company Ltd.:** Participation, consent and counterclaims waived the three-arbitrator requirement under Section 4, the Section 14 IBC moratorium does not stop a corporate debtor pursuing its own arbitral claim, and the Section 29A(4) power lies with the Section 2(1)(e) court and not with a High Court acting under Section 11.
- **N. Arasappa:** Delay and res judicata cannot save an acquisition vitiated by fraud, because the earlier ruling had not examined the middleman agreement and a dismissal of the SLP does not merge the High Court decision into a precedent under Article 141.
- **Arjun Gopal:** The Court allowed a temporary regulated relaxation for CSIR-NEERI certified green crackers on 7 and 8 November 2026 with strict conditions, since the record lacked data to say that the complete ban works, and restored the ban from 9 November 2026.
- **Dakshin Gujarat Vij Company Limited:** The assessed amount for restoration in theft cases is fixed by the Section 126 procedure with objection, hearing and a Section 127 appeal, that outcome being final only for restoration and always subject to civil liability determined by the Special Court under s.154(5).
- **Damodar Valley Corporation:** The review was illegal and in breach of judicial discipline and Article 141, since the Sinking Fund and depreciation had both been allowed under Section 40 of the DVC Act as preserved by the fourth proviso to Section 14 of the Electricity Act.

Prelims Q&A — real past questions, with old→new code mapping

Q1. A foreign national is booked under the UAPA. He entered India on a valid visa; the visa later expired and his stay became illegal, and a separate case is pending under the Foreigners Act. He had earlier been released on statutory bail under s.167(2) CrPC for want of a chargesheet, and the prosecution now seeks cancellation. Which proposition is correct?

A. Section 43D(7) UAPA bars bail only where the foreign accused's entry itself was unauthorised or illegal; a later overstay does not convert a lawful entry
B. Section 43D(7) applies to every non-citizen accused whose stay is illegal at the time of the bail hearing, whatever the manner of entry
C. Section 43D(7) overrides s.43D(2) as well, so statutory bail is never available to a foreign accused under the UAPA
D. Bail granted under s.167(2) stands cancelled automatically once a chargesheet discloses a non-bailable offence

Ans: A. Section 43D(7) has three conjunctive ingredients: the accused is charged under the UAPA, is not an Indian citizen, and entered the country unauthorisedly or illegally. A valid visa followed by overstay does not retroactively make the entry illegal, and the non-obstante clause overrides only sub-ss.(5) and (6), not the s.167 CrPC default bail preserved by s.43D(2) (now s.187 BNSS, 2023). Cancellation of bail needs a special and strong ground or a supervening circumstance, not a mechanical order on filing the chargesheet (State v. T. Ganga Reddy, as read by the Court). Even where s.43D(7) applies, it admits bail in very exceptional circumstances for reasons recorded in writing. The Court dismissed the Union's appeal on these lines. **[This week's ruling: Union of India v. Mohamed Rifas (2026 INSC 1160)]**

Q2. Against a decree passed in a suit after recording a compromise, an appeal on the ground that the compromise should not have been recorded, can be filed under:

A. Section 151 CPC.
B. Order XXIII CPC.
C. Order XLIII Rule 1-ACPC.
D. None of the above.

Ans: C. Order XLIII Rule 1A(2) lets a party appealing against a decree passed after recording or refusing to record a compromise contest that the compromise should, or should not, have been recorded. The 1976 amendment deleted clause (m) of Order XLIII Rule 1, so no separate appeal lies against the order recording the compromise, and s.96(3) bars an appeal against a decree passed with the parties' consent (Pushpa Devi Bhagat v. Rajinder Singh, 2006). Order XXIII Rule 3A also bars a fresh suit to set the decree aside. This week the Supreme Court added that a stranger to the compromise is not hit by these bars and may seek leave to appeal under s.96 (Girishbhai Patel v. Gautam Palkhiwala, 2026 INSC 1177). **[Rajasthan Judicial Service Prelims, 2017]**

Q3. Under which section preliminary notification is issued for land acquisition under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013?

A. Section 10
B. Section 11
C. Section 12
D. Section 13

Ans: B. Section 11 of the 2013 Act requires the appropriate Government to publish a preliminary notification when land is required or likely to be required for a public purpose; the final declaration follows under s.19. Under the repealed 1894 Act the corresponding steps were the s.4(1) notification and the s.6 declaration. This week, in N. Arasappa v. State of Karnataka (2026 INSC 1151), the Court quashed 1894-Act acquisitions for housing societies because no approved housing scheme existed and the public purpose was a cover. **[Assam Judicial Service Prelims, 2022]**

Q4. Act appeal under section 37 of the Arbitration and conciliation Act, 1996 read with Ordinance of 2015 shall lie:

A. Refusing to refer the parties to arbitration Under Section 8
B. Granting or refusing to grant any measure under section 9
C. Setting aside or refusing to set aside an arbitral award Under section 34
D. All of the above

Ans: D. Section 37(1) allows an appeal from an order refusing to refer the parties to arbitration under s.8, granting or refusing an interim measure under s.9, and setting aside or refusing to set aside an award under s.34. The 2015 amendment added the s.8 limb, and s.37(2) separately covers orders of the tribunal under s.16(2) or (3) and s.17. The appellate power is no wider than s.34. In Shreeram Builders v. Upendra Thanawala (2026 INSC 1176) the Court upheld the High Court's s.37 reasoning that the majority award rewrote the contract in breach of s.28(3), though it ordered refund with 9% interest under Article 142. **[Delhi Judicial Service Prelims, 2015]**

Q5. An application for grant of temporary injunction, in case of grant of ex parte temporary injunction, should be endeavoured to be decided within:

A. Thirty days as provided under Order XXXIX, Rule 3-A of Civil Procedure Code
B. Forty days as provided underOrder XXXIX, Rule 4-A of Civil Procedure Code
C. Sixty days as provided under XXXIX, Rule 5-A of Civil Procedure Code
D. Ninety days as provided underOrder XXXIX, Rule 6-A of Civil Procedure Code

Ans: A. Order XXXIX Rule 3A requires the court that has granted an injunction without notice to make an endeavour to dispose of the injunction application finally within thirty days from the date of the grant; if it cannot, it must record reasons. The other rule numbers in the options are not the provision. The proviso to Rule 3 separately requires reasons for dispensing with notice. This week the Supreme Court upheld a High Court's ex parte ad interim injunction because the order was followed by a hearing and a reasoned continuation (Girishbhai Patel v. Gautam Palkhiwala, 2026 INSC 1177). **[Himachal Pradesh Judicial Service Prelims, 2018]**

Q6. Where investigation is not completed within the stipulated period of 90 or 60 days, as the case may, the accused who has been in custody, on the expiry of above mentioned period, gets entitled to:

A. Be discharged
B. Be released on bail on making an application for release on bail
C. Be released on bail without making an application
D. None ofthe above

Ans: B. Under the proviso to s.167(2) CrPC the right to default bail accrues on the expiry of 90 days (offences punishable with death, life or at least ten years) or 60 days, but the accused must apply and be prepared to furnish bail; the right is lost if the chargesheet is filed before he applies (Uday Mohanlal Acharya v. State of Maharashtra, 2001, as explained in Rakesh Kumar Paul v. State of Assam, 2017). Old: s.167 CrPC → New: s.187 BNSS, 2023. He is not discharged; the case continues. This week the Court noted that default bail under s.167(2) survives even for UAPA accused through s.43D(2) (Union of India v. Mohamed Rifas, 2026 INSC 1160). **[Andhra Pradesh Judicial Service Prelims, 2012]**

Q7. According to Clause (1) of Article 25 of the Indian Constitution, the freedom of religion is subject to the interest of

A. public order
B. morality
C. health
D. All of the above

Ans: D. Article 25(1) makes the freedom of conscience and the right to profess, practise and propagate religion subject to public order, morality and health and to the other provisions of Part III. Article 25(2)(a) further lets the State regulate economic, financial, political or other secular activity associated with religion. This week, regulating Diwali firecrackers in Delhi-NCR, the Supreme Court repeated that the right to practise religion is qualified by public health and that Article 21 includes a pollution-free environment (Arjun Gopal v. Union of India, 2026 INSC 1181). **[Bihar Judicial Service Prelims, 2016]**

Q8. The definition of 'domestic relationship' under the Protection of Women from Domestic Violence Act, 2005 does NOT cover:

A. adoption
B. consanguinity
C. polyamorous relationships
D. monogamous relationships

Ans: C. Section 2(f) of the DV Act covers two persons who live or have lived together in a shared household and are related by consanguinity, marriage, a relationship in the nature of marriage, adoption, or as family members living together in a joint family. Polyamorous arrangements fall outside these heads. This week, in Santhosh Kumar N.P. v. State (2026 INSC 1179), the Court described a seven-year cohabitation as more akin to a domestic relationship, possibly in the nature of a marriage, than a valid marriage in law, and discharged the accused of the offences under ss.376, 420, 493, 494 and 495 IPC. **[Telangana Judicial Service Prelims, 2019]**

Q9. A cooperative housing society asks the State to acquire private land under the Land Acquisition Act, 1894 for a housing scheme. No scheme or layout plan is placed before the Government before the notifications issue, and the society has agreed to pay an agent a large sum to secure them quickly. Which proposition is correct?

A. The acquisition stands, because housing by a cooperative society is deemed a public purpose under s.3(f)(vi) without any prior approval
B. The acquisition stands once the award is passed, and the landowners' challenge is barred by delay and res judicata
C. The acquisition is valid, but only the agent's agreement is void, as it is a private contract with no bearing on the notifications
D. The acquisition is vitiated: s.3(f)(vi) needs a housing scheme approved by the appropriate Government beforehand, and the agent's agreement is opposed to s.23 of the Contract Act

Ans: D. Section 3(f)(vi) treats a cooperative society's housing scheme as a public purpose only with the prior approval of the appropriate Government, and the sine qua non is an actual scheme with a layout (Bangalore City Cooperative Housing Society v. State of Karnataka, 2012; H.M.T. House Building Cooperative Society v. Syed Khader, 1995). A payment to an agent to influence the notifications is a contract opposed to public policy under s.23. The Court reversed a Division Bench that had relied on delay and res judicata, found fraud and colourable exercise of power, and directed that possession go back to the landowners on refund of compensation. **[This week's ruling: N. Arasappa v. State of Karnataka (2026 INSC 1151)]**

Q10. Section 5 of the Limitation Act, 1963, applies to only

A. Interlocutory applications and appeals
B. Suits
C. Execution Petitions
D. All the above

Ans: A. Section 5 lets a court admit an appeal or an application after the prescribed period if the applicant shows sufficient cause, but it does not apply to suits and excludes applications under Order XXI CPC, so execution petitions do not get its benefit. This week the Supreme Court upheld the condonation of an 11-year delay in a stranger's appeal against a consent decree because the delay had to be counted from when the strangers learnt of the decree, not from its date (Girishbhai Patel v. Gautam Palkhiwala, 2026 INSC 1177). **[Telangana Judicial Service Prelims, 2023]**

Mains Q&A — real state mains questions, with model answers

Mains Q1. — Maharashtra Civil Judge (Junior Division) Mains, 2020 · Civil Procedure — Receivers (Section 94(d) and Order XL CPC)

When Court Receiver can be appointed ? What are the duties of Court Receiver ?

A receiver is the court's own officer, put in charge of disputed property so that it is preserved for whoever finally proves a right to it. The power comes from Section 94(d) CPC and is regulated by Order XL. Under Rule 1(1) the court may, where it appears just and convenient, appoint a receiver of any property before or after decree, remove a person from its possession or custody, commit it to the receiver, and give him the owner's powers to sue and defend, collect rents, manage the property and execute documents. Rule 1(2) sets a limit: no person can be dislodged unless some party to the suit has a present right to remove him.

"Just and convenient" does not mean "harmless". Receivership is one of the harshest interim remedies, and an order cannot be upheld merely because it can do no harm to anyone. The applicant needs a prima facie case and a well-founded fear that the property will be wasted, dissipated or mismanaged. A bare allegation that the defendant may misappropriate funds fails. So receivers have been sustained where an estate was mismanaged and its accounts manipulated, where nephews collected a family's rents and shut out the owner, and where a society's council was run arbitrarily and its corpus was public money. They have been refused to a 4.38 per cent co-owner of a petrol pump who alleged no misuse. An ex parte interim appointment needs reasons showing imminent peril.

The duties are fixed by Rule 3. The receiver must furnish such security as the court thinks fit to account for what he receives, submit accounts at the periods and in the form the court directs, pay over the amount due from him as directed, and answer for any loss caused by wilful default or gross negligence. Rule 4 enforces this: the court may attach and sell his own property to make good any default or loss.

Because he is an officer of the court, the property is in custodia legis. He must maintain the status quo, cannot sell, lease or encumber without leave, cannot buy the property himself, and can neither sue nor be sued without the appointing court's leave, though a suit filed without leave is a curable irregularity. His office does not lapse automatically with the decree; the court may keep him on, as Sherali Khan Mohamed Manekia v. State of Maharashtra recognises. A magistrate acting under Section 145 CrPC (now Section 164 BNSS, 2023) cannot disturb his possession without the court's sanction.

Mains Q2. — Andhra Pradesh Civil Judge (Junior Division) Mains, 2021 · Property Law — Adverse possession, title by sale deed and cancellation of a void conveyance

"A" purchased a piece of land in 1980 measuring 4 acres. He is cultivating it through his manager. "A's" name is mutated in the official records like "1-B" etc. ""A" had to leave to USA for his job and is staying in USA since 15 years. His neighbour "B" owns the adjacent land. Taking advantage of the regular absence of "A" and the periodic absence of the Manager, "B" periodically cuts the crop/fruits in A's land and sells the same also to third parties and receives payment also through Bank transfer. "B" due to his old age sells the property to "X" through a registered sale deed. Included in this sale deed is A's property also. "X" tries to take possession of the entire property but is obstructed by the Manager of "A". "X" files a suit for "recovery" of possession and claims title both through the sale deed executed in his

favour and staties that his vendor "B" has perfected his title over "A's" property (Ac.4-00 cents) also through adverse possession. "A" files a counter claim for cancellation of the sale deed and for an injunction against 'X'. Discuss with the relevant sections and case law, the correctness of the pleas raised by both parties.

X's suit stands or falls on B's title, because a sale passes only the ownership the vendor has (Section 54 TPA). A bought the land in 1980. The mutation entry is not the source of that title, since revenue entries neither confer nor extinguish title, but it is consistent with A's ownership. X therefore has to prove that B had already become owner by adverse possession.

That plea is weak on every limb. The possession relied on must be physical, exclusive, open, uninterrupted, notorious and hostile to the true owner for more than twelve years, and the claimant must have the animus to possess against the owner (L.N. Aswathamma v. P. Prakash, (2009) 13 SCC 229; M. Siddiq v. Suresh Das, (2020) 1 SCC 1). B's acts were occasional raids on the crop while the manager held the land; possession through an agent is the owner's possession, and A's long stay in the USA does not interrupt it. Picking fruit now and then is trespass, not exclusive possession. Nothing shows B ever asserted a hostile title. Adverse possession also concedes another's title, so X's reliance on it alongside an independent title through B is contradictory (Annasaheb Bapusaheb Patil v. Balwant, (1995) 2 SCC 543). Once A proves title, the burden is on the party pleading adverse possession (M. Durai v. Madhu, (2007) 3 SCC 114). Under Article 65 of the Limitation Act, 1963 time runs only from the date the possession becomes adverse, and Section 27 extinguishes the owner's right only after the full period. Ravinder Kaur Grewal v. Manjit Kaur, (2019) 8 SCC 729 lets a person who has perfected title sue on it, but only after proving the twelve years, which X cannot do.

A's counter-claim is sound. Order VIII Rule 6A CPC allows it in the same suit. The registered deed is a cloud on A's title, because B had nothing to convey in respect of A's four acres, so cancellation under Section 31 of the Specific Relief Act, 1963 is proper. A suit for cancellation must be brought within three years of knowledge, and A learnt of the deed only when X came to take possession. A, in possession through the manager, also deserves a permanent injunction against X.

The suit should be dismissed. A's counter-claim should be decreed for cancellation of the deed as regards his land and for injunction. For the crop B removed, A's remedy is a separate claim against B.

Mains Q3. — **Himachal Pradesh Civil Judge (Junior Division) Mains, 2019 · Specific Relief — Vendor's suit for specific performance of a contract of sale (Sections 10, 15, 16 and 22)**

(a) A agreed to sell a house to B for Rs.16 lakhs and an amount of Rs.02 lakh was paid by B to A. After a promise by B to A to pay him the remaining amount in a few days A put B in possession of the house and also completed the paperwork. B failed to keep his commitment. On the basis of these facts — (i) What remedy, if any, is available to A under the Specific Relief Act, 1963? (ii) Prepare necessary documents for seeking relief to A under the Specific Relief Act, 1963.

A is the seller, and the seller is not without a remedy. Either party to a contract of sale may sue for its specific performance. A vendor who has agreed to sell can sue (Bhashyakarlu Naidu v. Nungambakkam Andalammal, AIR 1919 Mad 304), and in R. Kanthimathi v. Beatrice Xavier, AIR 2003 SC 4149 the Supreme Court held that a seller whose buyer defaults has specific performance, not eviction, as the remedy. Section 15(a) of the Specific Relief Act, 1963 lets a party to the contract seek it. After the Amendment Act of 2018, Section 10 makes enforcement the rule, subject only to Sections 11(2), 14 and 16.

A must therefore bring himself within Section 16. Clause (c) requires him to prove that he has performed, or has always been ready and willing to perform, the essential terms that fall on him: to convey on receipt of the price. Completing the paperwork shows it, and a notice calling on B to pay the Rs 14 lakh balance will fix B's default. The sale itself must be by registered instrument under Section 54 TPA, so the decree will direct B to pay the balance within a fixed period, failing which A may apply for rescission under Section 28.

B cannot hide behind possession. Section 53A TPA protects a transferee only if he has performed or is willing to perform his part. The section confers nothing on one who is unwilling (Mohan Lal v. Mira Abdul Gaffar, (1996) 1 SCC 639), and a buyer who fails to pay cannot resist dispossession (Bechardas v. Ahmedabad Municipality, AIR 1941 Bom 346). Possession given under the contract is permissive and not adverse (Achal Reddy v. Ramakrishna Reddiar, AIR 1990 SC 553). A should also plead alternatively for compensation. If A instead terminates, retaining the Rs 2 lakh is controlled by Section 74 of the Contract Act: only reasonable compensation, as Fateh Chand v. Balkishan Dass, AIR 1963 SC 1405 holds.

Limitation under Article 54 of the Limitation Act, 1963 is three years from the date fixed for performance, or, where none is fixed, from notice of refusal. "A few days" is no fixed date, so the notice matters.

Documents: first, a legal notice demanding payment and offering the conveyance. Second, a plaint with the agreement and receipt annexed, facts of possession, readiness and willingness, the cause of action and limitation, valuation and court fee, and prayers for specific performance, alternative compensation, costs and interim protection. Third, verification and vakalatnama.

Mains Q4. — **Chhattisgarh Civil Judge (Junior Division) Mains, 2020 · Criminal Law — Theft by clerk, assisting concealment of stolen property and proof of CCTV footage (IPC ss.381, 411, 414)**

Read the following carefully and write judgement after framing the necessary charges: On 30/09/2013, Rajkumari was on duty in the office of the Chief Reservation Supervisor, Bilaspur and she had received a sum of Rs. 1,77,560/- (One lakh seventy seven thousand five hundred sixty) as cash and vouchers against making reservations in trains on that date, but she did not deposit the said amount. Next day, on

01/10/2023 at 10:30 a.m. When cash was compared, sum of Rs. 1,77,560/- (One lakh seventy seven thousand five hundred sixty) was found to be less. On being inquired from Rajkumari, she told that after discharged of her duty in the last night, she had handed over the cash of Rs. 1,77,560/- (One lakh seventy seven thousand five hundred sixty) to her colleague Mahesh who was working at Counter No. 13. But, Mahesh also forgot to deposit the amount. On 01/10/2013, in the morning shift, Roshani was on duty on Counter No. 13. From the footage of CCTV, it was found that at 9:58 a.m., from the drawer of Counter No. 13, Roshank took out the money and wrapping the money with a red cloth she took the same with her out of counter and went out of the office. A report was made by one Virendra Singh. On the basis of the said report, the offence has been registered. During the course of investigation, it was found that out of that money. Roshni gave a sum of Rs. 1,69,655/- (One lakh sixty nine thousand six hundred sixty five) to Ragni for hiding. On the basis of memorandum statement of Ragini, cash of Rs. 1,69,655/- (One lakh sixty nine thousand six hundred sixty five) was seized from her. On completion of the investigation, a charge-sheet was filed against Roshani and Ragani. It was defence that they are Falsely implicated in this case. Prosecution examined complainant Virendra Singh (PW-1). Mahesh (PW-2), Rajkumari (PW-3) and Kishan kumar (PW-4) from whom CCTV footage seized, witnesses (PW-5) and (PW-6) are the witnesses of memorandum of the Roshani and Ragani and seizer of the cash by Investigating Officer (PW-7).

The offence dates from 2013, so the IPC governs; BNS equivalents are noted for reference. Charges state the offence and its particulars (Section 211 CrPC, Section 234 BNSS) and are framed under Section 240 CrPC (Section 263 BNSS).

Roshani should be charged under Section 381 IPC (Section 306 BNS). She was a clerk, and the cash lay in the drawer of Counter 13, in the possession of her employer, the Railways. Commentary on the IPC marks the line: where the property is in the master's possession, Section 381 applies; where it has been entrusted to the servant, Section 408 applies (Vijay Kumar v. State of Rajasthan, 2012; Juggurnath Singh, 1865). Cash left in a counter drawer was never entrusted to her, so breach of trust (Sections 408 and 409 IPC, Section 316 BNS) fits less well. Because the court may be unsure which offence the facts disclose, an alternative charge is permitted under Section 221 CrPC (Section 244 BNSS), and an included offence can be convicted under Section 222 CrPC (Section 245 BNSS).

Ragini received the money to hide it. The offence is Section 414 IPC (Section 317(5) BNS), voluntary assistance in concealing property known or believed to be stolen, with Section 411 IPC (Section 317(2) BNS), dishonestly retaining stolen property, as an alternative. "Stolen property" is defined in Section 410, and the prosecution must show possession, prior possession in another and knowledge.

Rajkumari and Mahesh forgot to deposit the cash, which is negligence without dishonest intention, and the CCTV shows who took it.

The case rests on proof. The CCTV footage is an electronic record, and a print or disc is admissible only with the certificate required by Section 65B Evidence Act (Section 63 BSA, 2023). Anvar P.V. v. P.K. Basheer, AIR 2015 SC 180 holds that without it secondary evidence of the record is inadmissible. PW-4, who produced the footage, must therefore be asked for the certificate; if it is absent, the court cannot rely on the footage and the case against Roshani weakens. The recovery from Ragini depends on her memorandum under Section 27 Evidence Act (Section 23(2) BSA). Only the part distinctly leading to the discovery is provable, the accused must have been in custody, and the discovery must show she concealed the cash (Pulukuri Kottayya v. Emperor, AIR 1947 PC 67). If the footage and memoranda are proved, Roshani is convicted under Section 381 and Ragini under Section 414; otherwise both are acquitted on the defence of false implication.

Prelims answer key: 1-A 2-C 3-B 4-D 5-A 6-B 7-D 8-C 9-D 10-A

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