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but was stopped 50 km away. It was held to be mere preparation as he was 50 km away which allowed room for calling off the act i.e. opportunity to repent.

This is also called the proximity test. If the act is very close to commission, it's an attempt. If there are possibilities of return then it is mere preparation.

Thus, there is enough distinction between the two even though prima facie only a thin line of distinction is evident.

Good multi-dimensional coverage of content.
Keep it up.

Nicely explained in Hindi language.

- (b) Discuss the essentials required in order to successfully plead the defence of accident. (10)

1-
62

The general exceptions in law of crimes are provided from s-76 to s 106. The exception of accident is laid down in [s. 80].

It provides that "Nothing is an offence which is done without any criminal intention, by accident or misfortune, in the doing of a lawful act in a lawful manner by lawful means, and with due care and caution."

Essentials

- (1) without criminal intention → act itself should not be criminal [ex]
A points a gun at B and shoots his head even though aiming at shoulder. His claim of accident will fail as act itself is criminal.

You've done well to have remembered & included all portion of s. 80.

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② by accident or misfortune - act should not be either willful or negligent. Must happen owing to outside circumstances. [ex] A was using a hatchet on wood when its head fell apart (misfortune) and killed B.

③ lawful act in lawful manner by lawful means - there should be no foul play [ex] In Tunda v R, A & B were wrestling and B died when A grappled and threw him. Wrestling meets the above criteria being lawful.

④ due care and caution - of a reasonable person in those circumstances [ex] in the above case, if A throws B head-first on to concrete floor there will be lack of caution.

Hence, exception of accident protects an innocent person who becomes accused by misfortune.

Well written explanation alongwith good use of illustrations.

Good attempt.

- © "An abetment of an offence being a complete offence by itself, an abetment of an abetment of an offence is also an offence." Elucidate with the help of illustrations. (10)

The offence of abetment

is provided under S 107 of IPC. It makes one liable for aiding, instigating, or conspiring with someone to cause another person to commit an offence.

Rationale - The person from whom mens rea passes through but not actus reus must be made equally liable.

V. Well explained. Keep it up!

The statement in question is provided in Explanation 4, Section 108.

It means that - since abetment is deemed an offence, abetment of such an abetment (offence) should also make one liable.

Further explanation required: in terms like (A) is a complete offence in itself.

Illustration - A instigates B to aid C by providing him with poison.

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as to cause death of Z. Here,

(i) B aid → ~~B~~ kill → Z (B has abetted)
and (ii) A instigate B (A abetted B to
cause offence of abetment by aid)
thus, A would be liable
for abetment of an abetment.

Other requirements

- ① Accused need not be bound to do an act if he ~~omit~~ abets another to do something (Exp 1, S. 108) [ex] custodial death
- ② the person abetted need not be capable of committing crime (Exp 3, S 108) [ex] insane, minor, etc.
- ③ abetted offence need not be completed, mere abetment is enough (Exp 2, S. 108)

Hence, abetment of an abetment is also an offence.

good effort overall.

Not directly relevant. Could've added one more illustration or a case instead.

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Question No.

प्रश्न संख्या

For
P...
On
...
6. P. 2

Q. Discuss all the elements essential for completion for the offence of 'Riot'. (10)

167

The offence of 'Riot' is provided under Section 146.

It provides that where violence is used by an unlawful assembly in prosecution of the common object of the assembly, the members are liable for rioting.

Rationale - to prevent a combination of people from resorting to violence

ELEMENTS

① Unlawful Assembly - only an unlawful assembly, comprising of 5 or more people, united for objects mentioned in S. 147 can be held liable of rioting.

② Violence is used - some form of force or violence must be used. Mere show of force is not enough.

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③ Accused is member of the unlawful assembly - accused being aware of the common object and facts making assembly unlawful, must become its part or continue in it

④ In prosecution of common object - the violence must be in furtherance of common object. Unrelated act by any member is not taken into account.

Illustration In case of Mizaji v S. of Uttar Pradesh, several people armed with clubs went to take possession of land (common object), the assembly turned violent and one person was shot dead. Since violence was in prosecution of common object, it was held to be rioting.

Thus, rioting is an unlawful assembly in a particular state (of violence).

V. good attempt for a freak/unrelated question such as this.

Good.
You've learnt the art of writing cases in a relevant & to-the-point manner.

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Question No.

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© Nothing is said to be an offence which is done in good faith. Comment. (10)

6

The general exceptions on good faith are provided under Sections-92 & 93

① Act done for another's benefit without consent → Section 92

Sometimes, it may not be possible to obtain consent of a person owing to urgency of situation.

In such situations, temporal guardianship is created for the protection of the party in distress.

[Ex] A met a road accident and was unconscious. B operated on him without A or his guardian's consent owing to emergency. B will not be liable for injury caused to A.

② ~~Act~~ Communication made to another person in good faith
Section 93

V. Good.
Most imp.
requirement
of the Q.

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Where a person communicates to another, in good faith, for such person's benefit, he shall not be liable.

[Ex] A, doctor of B, informs B that he has Stage-3 cancer and has 120 days to live. B dies as a shock. A will not be liable.

Hence, acts done in good faith without criminal intention are not an offence.

good attempt.

Could've included one extra paragraph on the meaning of 'good faith'.

3) Discuss the importance of mens rea in criminal law. (20)

10/2

An act by itself is not guilty unless it is accompanied by a 'guilty mind'. This guilty mind refers to mens rea. Its importance

good points or points of view or aspect

reflected in these maxims

(i) actus me invito factus, nisi est meus actus → act done without my will is not my act

(ii) actus non facit reum, nisi mens sit rea → an act alone is not criminal lest it is accompanied by guilty mind.

Thus, mens rea is the element that gives 'criminal hue' to an act.

GENERAL RULE → mens rea must permeate all stages of a crime i.e.

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preparation, attempt, consequence, etc.

Ex] A picks a gun (preparation) and points it at B and pulls the trigger (attempt). B dies as a consequence.

REQUIREMENT OF MENS REA

① Early position → it was believed that mens rea was required in statutory offences (malum in prohibitum) but not so in moral offences (malum in se) Ex] R. v. Prince - accused had sexual relations with B, who was below age of majority. Mistake of fact regarding age (mens rea absent) was not deemed necessary as it was a moral offence (intercourse with minors).

② Later (express requirement) → it was held that mens rea is necessary

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to be proven in all kinds of offences.

(Ex) In R v Tolson, A's husband did not return for 6 years so she married B. Her husband returned and charged her for bigamy. It was held that mens rea is a necessary requirement, and A was acquitted.

(3) Method of determination of exclusion -
mens rea is necessary unless excluded expressly or by necessary implication (Nathulal v State of M.P.)

(4) Necessary Implication ambit → where the legislature could not have intended an offence to be without mens rea, it is necessary. However, where mens rea requirement will defeat the purpose of the statute, it is said to be excluded by necessary implication.
(Kasbar Singh v State of Punjab)

This entire portion is very well explained. But if req. of mens rea is not included in the offence, it should be concise to be covered by the degree of mens rea and not separated into mens rea and necessary implication.

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When mens rea not needed

Although mens rea is an important component, it is not required in these cases —

- ① Strict liability — for protecting the public against serious offences
- ② Petty offences — punishable with small fines and difficult to prove offence in all cases (ex) parking fine
- ③ Public Nuisance — protection of public interest from injury, insult or annoyance
- ④ Excluded in the IPC — by express exclusion
(ex) Waging war against State (s. 122)
Robbery, etc.

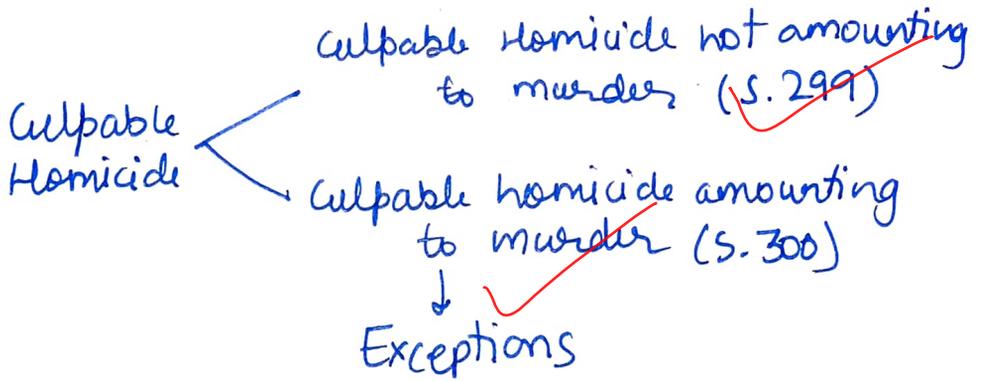
Hence, mens rea is a crucial element of all offences in criminal law.

Effort is appreciated. More dimensions could be covered though.

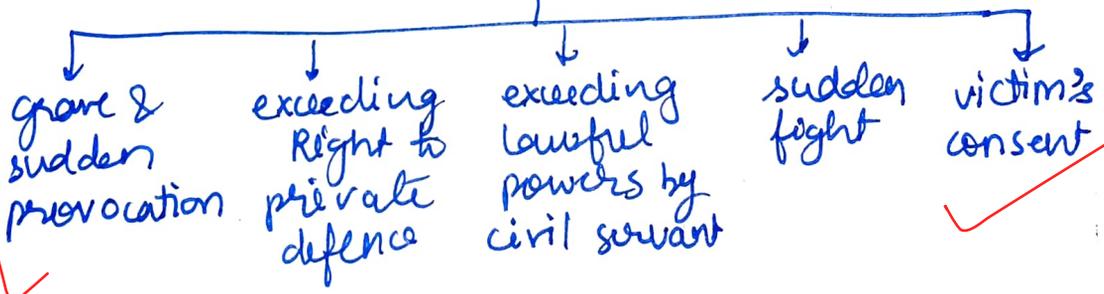
⑥ Discuss the doctrine of 'grave & sudden provocation' with the help of relevant provisions and case laws. (15)

11

~~After~~ 'Grave & Sudden Provocation' is an exception to ~~murder~~ ~~and~~ culpable homicide amounting to ~~murder~~ under Section 300.



CH not amounting to murder



Grave and sudden provocation is thus the first exception. It provides that → Culpable Homicide is not murder when the offender, whilst deprived of power of self-control by grave and sudden

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Good friend
explanatory

provocation, causes death of the person giving provocation or of any other person by mistake or misfortune.

Proviso to the exception

- ① provocation must not be sought by offender as excuse to kill
- ② provocation must not be by civil servant discharging his duty
- ③ must not be by lawful exercise of right of private defence

Guidelines on grave & sudden provocation

In case of K.M. Nanavati

v State of Bombay, guidelines were laid down, namely →

- ① grave and sudden provocation must be the cause of action leading to culpable homicide
- ② graveness is measured by extent of loss of self-control and

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- suddenness by acting on spur of moment
- ③ standard → of a reasonable man in same social circumstances reacting in the same situation
- ④ There must not be time enough for offender to reconsider his conduct

Illustration In Bahadur v State, A had extra marital affair with B's wife and would sing songs about the same loudly. B got provoked and killed him on the spot (grave and sudden). Thus, the exception was allowed.

However, grave and sudden provocation is not a general exception but only a mitigating factor decreasing crime from culpable homicide to murder.

V. good attempt with apt focus on the contextual background, main provision, exceptions, illustrations, cases and a relevant conclusion. Keep up the good approach!

(c) It is not necessary that all conspirators - - - - -
- - - equally responsible." Comment. (15)

Q

Conspiracy is defined
under Section 120-A of IPC.

It provides that an
offence of conspiracy is committed
where - two or more persons
agree

- (I) to do an unlawful act, ^{or}
- (II) to do a lawful act by unlawful
means

Thus, no action other
than mere agreement is needed
for consummation of the crime.

Agreement is the gist of this
offence, as noted in State of Tamil
Nadu v Nalini.

Agreement needs to be contemporaneous?

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However, the provision does not mention whether the agreement must be contemporaneous i.e. at the same time.

Good use of illustrations from the Penal Code

Illustration (b) to S. 120A provides an example of when a conspirator joins later. A, B, and C agree to put poison in D's food to kill him. later, P agrees with C to procure poison for this purpose (unlawful act). Thus, A, B, C and P are all liable for the conspiracy even though

(i) - not all were privy to each other i.e. A, B and C agreed separately while

C and P agreed separately

(ii) - not all agreed at the same time or contemporaneously i.e. P joined conspiracy later

V. Good points.

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Thus, it is evident that all conspirators need not agree to the common purpose ~~at~~ the same time.

Good attempt.
You've understood the real demand of the Q and have tried to address it comprehensively.

Could also add short illustrations
→ A, B, C - common object
D joins in between and leaves just before the end - but shares the common object.

→ E joins just before the end - but shares the common object.

→ C leaves before the end

All A, B, C, D & E will be liable for criminal conspiracy as they shared the common object & were in agreement.
More agreement will make them liable.

④ @ In order to convict _____ with common object. (20)

The principle of 'common intention' is provided under S. 34 of IPC

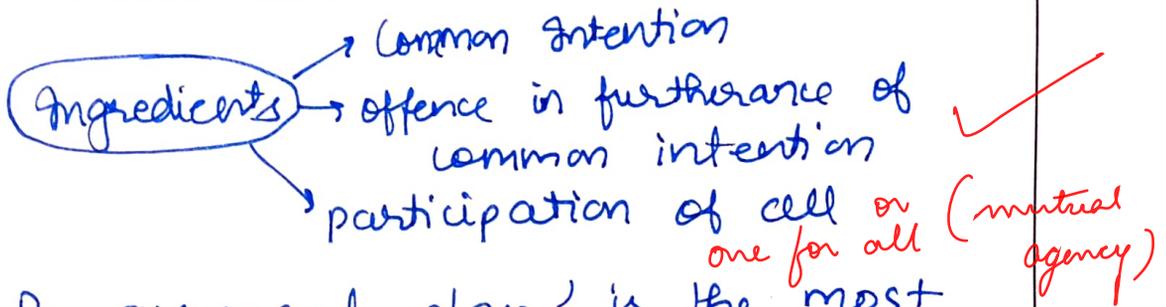
Rationale to prevent a combination of people from joining forces to carry out unlawful acts

COMMON INTENTION

Section 34 lays down that -
 "where several persons commit an offence in furtherance of common intention of all, each person is punished as if the offence was committed by him alone".

Thus, the important ingredient of the offence are →

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'Pre-arranged plan' is the most important ingredient, reflected in the element of 'Common Intention'.

① Common Intention - the accused must have a premeditated plan ~~or~~ a 'pre-arranged plan'. They must not have acted separately on the spur of ~~the~~ moment.

Illustration:- In Magsoodan v State several persons, ^{together} went to ~~the~~ victim with arms on each person. One of them shouted "kill, kill!!" and all attacked killing the victim. Thus, even though they acted in the moment, the same was ~~a~~ co-ordinated effort at the instance of the person shouting.

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On the contrary, had two separate parties attacked the victim, each on their own, there would be lack of common intention making each party liable only to the extent of harm caused by each party.

② In furtherance → the offence need not be exactly the one of common intention. It may be one needed in order to achieve the common intention plan.
 Ex] 3 people went to kill A. One of them killed the guard preventing them from entering. All are liable for the guard's murder.

③ Participation of all - mere presence on the spot is not enough, active participation is needed. However, 'standing guard' is also enough participation as held in Bavindra Kr. Ghosh vemperes

Rather than giving equal focus to all the ingredients - spl focus should've been given to pre-arranged plan, its meaning and scope

→ Use words - concerted action, prior meeting of minds, etc.

Check MA

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DIFFERENCE WITH COMMON OBJECT

Common Object is provided in § 149 →
 "Where one or more persons commit a crime in prosecution of common object of the unlawful assembly, or an act likely to be committed in the prosecution of the object, all persons of the assembly are liable.

SCO	Common Intention	Common Object
Scope	Wider	Narrower
Type of object	any unlawful purpose or unlawful means	only 5 objects mentioned in section 141
no. of persons	one two or more	5 or more (as unlawful assembly is a prerequisite)
Extent	in furtherance of common intention	in prosecution of common object or likely to be committed in prosecution of common object
Participation	active participation necessary	mere membership of unlawful assembly is enough

Good exhaustive content coverage as well as presentation

Hence, common intention and common object have a fine difference.

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(b)

Discuss the current position of law relating to the offence of sedition. Suggest amendments to prevent the misuse of the provision. (15)

11

The offence of sedition has colonial roots and is provided under

S. 124-A of IPC. It provides that whoever

by words, spoken or written, by signs or by visible representation

brings or attempts to bring into hatred or contempt or excites or attempts to excite disaffection

against the government established by law

Explanation 1 defines disaffection as all feelings of disloyalty or enmity.

Explanation 2 & 3 aim to provide room for just and fair criticism.

POSITION OF LAW

① Ability to cause violence

Constitutionality of sedition law was challenged in Kedarnath Singh v State of Bihar where it was held that

You've done well to have recalled all imp keywords

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Sedition law can be compliant with freedom of speech by limiting the restriction to speech that 'incites violence' or has 'tendency to incite violence'.

The same was reiterated recently in Common Cause v UoI (2016).

It was applied in Asit Sengupta v Union of India where accused ~~attempted~~ to caused armed revolution (incite violence) and seditious material + arms were discovered at his home.

② Safeguards

further ~~safeguards~~ were added to the provision ~~by~~ judicial interpretation

Case Safeguard

① Balwant Singh v State of Punjab

mere sloganeering is not an offence

② Vinod Dua v UoI (2021)

negative journalism is not seditious

③ Rajat Sharma v UoI (2021)

disagreement with government policy, how ever strong, is not an offence

it must incite violence or have a tendency to incite violence. Only then would it be culpable.

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Suggestions

- ① The 'Kedarnath limitation' must be added expressly to the statute book
- ② words 'hatred & contempt' and disaffection' must be omitted in favor of more concrete words
- ③ Offence must be made non-cognizable and bailable in light of gross misuse (3% convictions as per National Crime Records Bureau)

further, in line with Law Commission of India's Consultation Paper (2018), the legislature must reconsider the efficacy of the law given the democratic ethos of the 21st Century.

conclude on the note of :-
 Recently, SC has suspended all trials & court proceedings related to S.124A and has asked the state to reconsider the efficacy of the provision.

Well
 enumerated
 points.

© Under the IPC, there is no right to private defence in which there is time to have recourse to protection of public authorities. Examine. (15)

10/2

Right of private defence is a general exception provided between

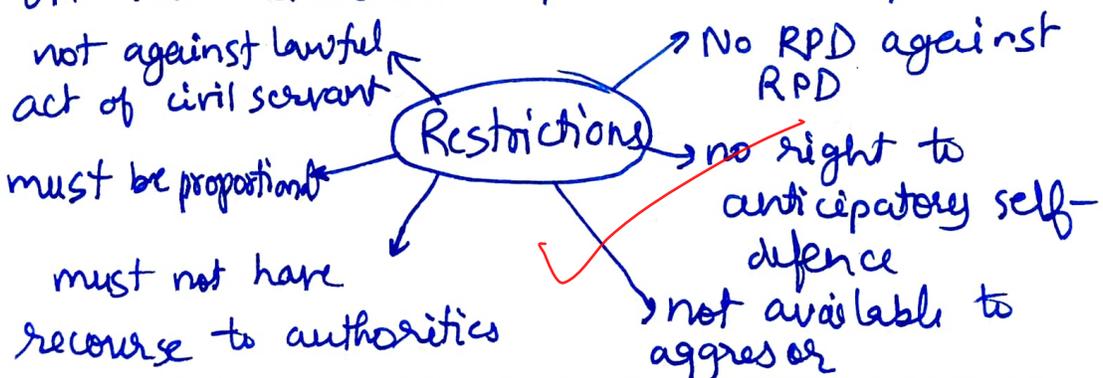
Section 96-106

Under Section 96, nothing is an offence which is done in exercise of right of private defence.

Rationale) Bentham said no law can prevent evil as effectively as individual resistance of all people. It is in line with 'instinct of self-preservation'.

LIMITATIONS

However, the right is not absolute. Several restrictions exist on the exercise of private defence not against lawful act of civil servant



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Section 99 limitation under 3rd clause, there should be no time to have recourse to protection of public authorities. The rationale is that citizens must not take law into their own hands if resort is available to State authority.

Can also include or what happens restriction if this not imposed.

line would this V-sharp diminution.

Illustration in Mammun v State

A was cutting crops in field of B. B and several others armed with clubs went to the field and fractured the head of A who was unarmed.

As A was unarmed and also outnumbered, there was time to reach public authorities. Thus, there was no right of private defence.

Good to - see point & relevant explanation.

for B & others

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Similarly in Emperor v Meghji, accused while acting in self-defence knocked down the aggressor. He did not stop and continued to beat the aggressor and killed him. Held → authorities could have been contacted after knocking down.

Continuance of self-defence →

Under S.102 right to private defence continues as long as threat continues. Thus, authorities must be reached before exercising right as soon as threat ceases.

Good of inter-linking provisions Keep it up!

Hence, right of private defence begins only when right to have recourse to authorities ends.

Good attempt overall.

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Question No.

प्रश्न संख्या

5 @ Doctrine of Holding Out is an extension of Principle of Estoppel. Comment.

5

Doctrine of holding out is a common law principle which has been incorporated in law of agency and partnerships.

Agency where a person purports himself to be an agent although he is not, he shall be liable to 3rd party. Similarly, where a person purports another to be his agent, and a 3rd party enters into a contract with such agent, the person holding out is also bound though he may not actually have the relationship with such agent

Not required.
Focus solely on Partnership, especially because it is a 10 marker.

Partnership where a person knowingly ~~is~~ presents himself or allows himself to be presented as partner, he is liable

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try & use the exact terminology as far as possible.

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to any 3rd party entering into a contract based on such knowledge ^{representation}. Illustration
In Ingram v Tower Cabinet Co. one partner retired, but his name was on receipt. Held - mere omission to remove name not enough must permit such use.

who extends credit to the firm.

Extension of Estoppel This doctrine prevents a person from evading responsibility where the person makes a representation and based on such representation another party alters his legal position to his detriment. The person is then bound to his representation.

Underline keywords as you write them.

<u>Estoppel</u>	<u>Holding Out</u>
<u>Representation</u>	present as an agent or partner
<u>Another party alters relation</u>	3rd party enters into an agreement with agent or partner
<u>Bound to such representation</u>	makes the person holding out liable

V. good presentation to depict the inter-linkage

good attempt

Hence, doctrine of holding out is an extension of doctrine of estoppel

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⑥ Write a short note on 'Conciliation' as provided under the Arbitration & Conciliation Act, 1996. (10)

1
52

The Arbitration and Conciliation Act, 1996 has comprehensive provisions regarding conciliation.

Meaning Conciliation is a

process whereby an independent and impartial third-party is conferred with power of fact-finding to create a report for consideration of parties. The parties begin negotiations based on the report.

Can be broken into two smaller paragraphs.

The Report is not binding and parties are entitled to come up with a separate consensual selection.

Features under the Act

① Appointment → done by the parties

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to a dispute by consensus. May also be appointed by the arbitration institution.

- ② Duties \rightarrow 2.1 to act as per law applicable
2.2 \rightarrow to act independently and impartially
2.3 \rightarrow create a reasoned report for parties' consideration

③ Jurisdiction

- 3.1 \rightarrow decided by agreement of parties
3.2 \rightarrow vitiated by allegation of fraud, corruption, or gross miscarriage of justice.
3.3 \rightarrow Principles of natural justice observed in all actions

Hence, conciliation is a crucial mechanism towards effective alternative dispute resolution

Good effort overall.

Check MA for some specific content.

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9 Enumerate the circumstances when an agent is personally liable? (10)

As a general rule, under Section 226 of the Contracts Act, the principal is liable for all acts of the agent lawfully done.

However, in certain circumstances, the agent may also become personally liable to the 3rd party.

Personal Liability of Agent

① Expressly under the Act

1.1 → Contract for sale for principal residing abroad → to prevent hassle to the 3rd party in suing a non-resident

1.2 → Undisclosed Principals where Agent does not disclose the presence of a Principal or that he is acting on another's behalf. 3rd party under impression of direct relation with the Agent.

Good that you've started with the general rule.

Can include 1-2 lines of rationale.

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1.3 → Pretended Agent → where the agent is holding out as an agent although he is not

② Others i.e. not explicit in the Act

2.1 → agency coupled with interest

2.2 → expressly agrees to be bound

2.3 → by usage of trade

2.4 → Agent acting without authority

2.5 → fraud or misrepresentation in matters outside his authority

2.6 → promoters of a company not yet incorporated.

Hence, agent may also be personally liable under such circumstances.

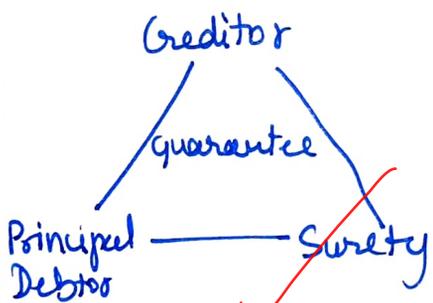
Exhaustive
content
with
such
coverage
well organized
Keep up the good
approach.

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(d) "Liability of surety is secondary". Comment. (10)

A Surety is a party in a contract of Guarantee. As per Section 126 of the Contracts Act, a guarantee is a contract whereby a party promises to discharge the promisee or save another from loss caused by a third party.

The promisor is called 'surety'. The promisee who is protected is the 'creditor' and the party against whose conduct protection is given is called 'principal debtor'.



Secondary liability

As a general rule, only the Principal Debtor (PD) is liable to the creditor. As long as the PD is ready and willing to pay, there is no liability on the surety. Thus, the PD owes the

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primary liability.

However, once the PD defaults on his promise, the creditor gets a choice. He can either seek performance from PD or invoke guarantee of surety. Thus, surety also becomes liable upon default. This is called secondary liability.

Nature of secondary liability → It has been held that once a default occurs, the creditor need not exhaust his remedies against the PD. He may sue just the PD, the PD and the surety together, or even just the surety.

Upon discharging this secondary liability, surety is entitled to subrogation i.e. to enter into shoes of the creditor as regards securities held and debt owed by the PD.

V. Good attempt.

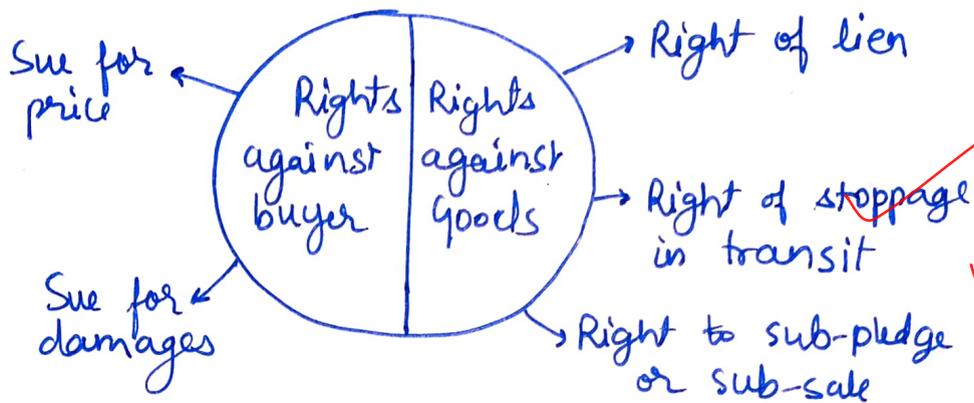
Always try to approach a topic from various angles such as these.

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Q. Differentiate between right of lien and right of stoppage in transit (10).

62 ✓

Under Sale of Goods Act, an unpaid seller has several rights.



V. good presentation ✓

DIFFERENCES

	Right of Lien	Right of Stoppage in transit
Definition	Right to keep the custody of goods still in possession of seller until payment is done <i>Retain possession.</i>	Right to stop the goods in transit to the buyer <i>Regain & then retain possession.</i>
Section	47	50
Conditions	When seller is unpaid and - (1) Sale is subject	When the buyer has become insolvent

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to credit unpaid
 (i) no provision of
 credit is made
 (ii) period of credit
 has expired

When begins?

when the seller
 has possession
 of goods or
 any portion of
 goods

when the seller
 intercepts the
 carrier of
 goods

when not
 possible

when seller has
 parted with
 all goods

when the goods
 have reached
 the buyer or
 his agent

Similarities Both rights end as soon
 as the seller's debt has been
 discharged by a payment from
 buyer or his representatives.

Both these rights are
 qualified by a right to sub-pledge
 or sub-sell either with consent or
 when situations necessitate the same

V. Well attempted
 Keep it up!

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Question No.

प्रश्न संख्या

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Q. a "Sharing of profits — — — — —
— — — — — partnership firm? (20)

1
132

As per Section 4 of the Indian Partnership Act, Partnership is a relationship between several persons who agree to share profits in a business carried out by all or some of them on behalf of all.

① Sharing of Profits as an Element

Earlier → It was believed the sharing of profits was a conclusive test for determining a partnership.

Later View → However, this view was reversed in the case of Cox v Hickman where it was held that mere sharing of profit was not enough. Instead, due regard must

Evolution of legal position nicely explained.

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be had to the real relations existing between the parties.

Illustration → In Grace v Smith & Co.,

X owed a loan to Y. Y put trustees on board of X to periodically remit profits. Smith gave ~~profits~~ ^{goods} to X which was not paid for. Smith sued X and also Y.

Held → mere sharing of profit by Y did not make him a partner. His position was only that of a creditor interested in payments. *as it was not a conclusive test.*

Other Elements

~~② Agreement → differentiates partnership~~

Under Partnership Act, Section 5 makes it clear that mode of determining partnership is by giving regard to relationship existing between the parties.

Clause (2) of Section 5 provides that sharing of profits is not sufficient

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to constitute a partnership.

Clause (3) gives examples of relations involving sharing of profits outside of a partnership relationship

- (i) by a creditor
- (ii) by an employee drawing commission
- (iii) by widow or children of deceased partner
- (iv) by person who ceased to be a partner but has interest in assets

Other elements of Partnership

② Agreement - differentiates partnership from other relations created by force of law or by mutual relations between parties. Ex

Joint Hindu family by blood relation

③ business - purpose must be to share

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profit from a business. This excludes charitable or religious organisations from the ambit. Further, the agreement must be for a lawful business as per S. 23 of Contracts Act. [Ex] Mahadeo v Gherulal Parekhs agreed to share profits from speculation in wheat price. Even though agreement is void for being wager but not unlawful. Thus, partnership exists.

Hence, presence of the three elements together creates a partnership.

V-Well attempted with adequate focus on each & every part of the answer. Keep it up!

(b) What is meant by _____
_____ under the NI Act? (15)

Under the Negotiable Instruments Act, a 'material alteration' of a negotiable instrument makes an instrument void unless authorized.

Meaning An alteration is referred to as material alteration if it →

- ① changes the nature of negotiable instrument, or
- ② changes the rights and obligations of the parties therein

Prerequisites There are several prerequisites for an alteration to be material. These are —

- ① Intentional — the alteration must be made intentionally by agreement

of the parties and not by accident

② Material - the alteration must relate to a substantive part of the instrument, affecting either its nature or the rights and obligations therein

Underline keywords rather than just the heading

③ Apparent - the alteration must be apparent on reasonable examination and should not be so minor as not be evident prima facie.

Authorized Alterations

Under the Act, several kinds of alterations are authorized that do not make the instrument void. These are -

① Anchoate instrument → Section 20 allows party to complete an

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Inchoate negotiable instrument

- ② Filling a blank negotiable instrument
a blank instrument can be duly filled by ~~any~~ party under Section 49
- ③ by banker - by banker to another banker in form of ~~crossing~~
- ④ crossing of cheque - Section 123 allows crossing of ~~cheque~~ to restrict its negotiability by drawing parallel lines or writing 'and company' on it.
- ⑤ Conversion - of a bearer instrument into an order instrument by deleting the word ~~bearer~~

Hence, material alterations, although largely ~~proscribed~~, is allowed under certain ~~circumstances~~.

V. good attempt.

Good explanation under each heading along with use of relevant provisions. Keep up the good approach.

① "Every contract of guarantee is a contract of indemnity but every contract of indemnity is not a contract of guarantee"
Elaborate (15)

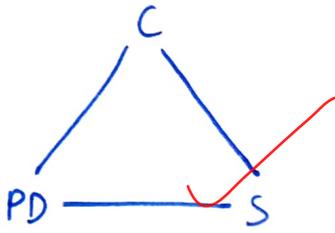
Indemnity and Guarantee
are special contracts provided
under Section 124 and Section 126
respectively.

Indemnity is a contract
whereby the promisor promises ~~the~~
~~pro~~ to protect the promisee from
loss caused by the promisor ~~himself~~
or any other party

Guarantee is a promise to
discharge a promise of a third
person or to save promisor from loss
caused by a third person.

Every contract of guarantee is a
contract of indemnity

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In a guarantee, there are two contracts of indemnity

(1) Between 'Creditor' & 'Surety'

Creditor is promisee. Surety is promisor who promises to save creditor against loss caused by 3rd party i.e. the Principal Debtor

(2) Between 'Principal Debtor' & 'Surety'

When surety pays to creditor, he becomes 'Creditor'. The principal debtor promises to save ~~himself~~ Surety from loss caused by himself.

This is good. Alternatively you can explain this with the help of diagrammatic representation.

V. Good Explanation

Indemnity	Promisor	Promisee	Loss
I	Surety	Creditor	by 3 rd party
II	Principal Debtor	Surety	by himself

Thus, every contract of guarantee is a contract of indemnity.

Every contract of indemnity is not a contract of guarantee

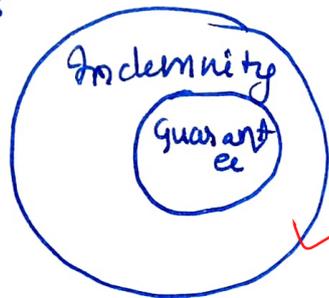
Put this heading or next part

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I ——— IH In an indemnity, the indemnifier promises to protect the indemnity holder to protect the holder from loss by himself (indemnifier) or a 3rd party.

However, unlike a guarantee, there is no 3rd party here. There is, thus, a lack of a tri-partite agreement. Thus, contract of indemnity by itself cannot be a contract of guarantee.

Thus, a guarantee is a species of the genus indemnity wherein tri-partite agreement exists involving two contracts of indemnity.



Excellent answer.
Exhaustive content
coverage along with
nuanced explanation
of various demands
of the Q.