

TO BE FILLED IN BY CANDIDATE

ANSWER BOOK NO.1

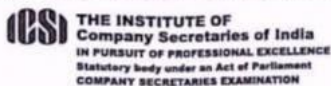
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MAIN ANSWER BOOK
(No. of Pages 78)

Subject Code

TOTAL SUPPLEMENTARY
ANSWER BOOK USED

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Date of Examination : 22-12-2025

Stage of Examination : Executive

Subject Name : JIGL

MEDIUM OF WRITING

English Hindi

Stage of Examination

Executive Professional

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QUESTIONS ANSWERED:
CANDIDATE SHALL DARKEN THE
CIRCLES AGAINST ANSWERED QUESTIONS

Q1 Q2 Q3 Q4 Q5 Q6 Q7 Q8 Q9 Q10
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Q.No	Marks Awarded (To be filled in by the examiner)					Question Wise Total Marks	
	(a)(i)	(b)(ii)	(c)(iii)	(d)(iv)	(e)(v)	To write one figure in each box	
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TOTAL MARKS AWARDED
(To write one figure in each box)

(To darken appropriate Circles)

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Total Marks Awarded
(in words)

Signature of Examiner (with date)

Signature of Reviewer (with date)



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2. Candidate should write his/her Roll Number in words in the allotted space at the top of the cover sheet. The Roll Number should also be written in figures in the box and appropriate circles be darkened of the OMR portion provided on the right hand corner with Blue or Black ball point pen.
3. While signing the Attendance Sheet on each day of examination, the candidate should remove the perforated Roll Number Bar Code Sticker of that particular paper from the Attendance Sheet and affix the same on the box provided on the right hand upper portion of the cover sheet.
4. Candidates are required to fill-up relevant particulars such as Date of Examination, Stage of Examination, Subject, Subject code, Centre Code, Medium of Writing, No. of Supplementary Answer Books used, etc. at the appropriate space on the cover sheet.
5. Candidates shall write their answers in neat and clear handwriting on both sides of all pages and shall not leave blank page(s) or space(s) in between.
6. Candidates shall start answer to each question from a fresh page and all sub-question(s) are required to be attempted consecutively. Before starting answer to a new question, candidates shall indicate Question No./Sub-question No. on the left-hand margin in bold letters. Except mentioning Question No./Sub-question No. on the left-hand side margin of each page, candidates shall not write anything else on the margin space.
7. Candidates are required to answer requisite number of questions as per instructions printed on each Question Paper.
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9. Any candidate found in possession of any banned item(s) inside the Examination Centre will be deemed to have willfully infringed the "Instructions to Examinees" amounting to misconduct.
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11. Candidate's eligibility to appear in any paper(s) and/or examinations shall be subject to the provisions of the Company Secretaries Regulations, 1982, as in force.

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Ans. to Q. No. -

2 (c)

1. As per the study of the landmark case law of Rylands Vs Fletcher the observations in the above case can be made.
2. The rule of Strict liability as observed in case of Rylands Vs Fletcher is applicable in the above case.
3. Sunshine Solar Systems limited was involved in an unatural use of land.
4. ✓ The rule of Strict liability states that when a person makes unatural use of land for purposes of storing or manufacturing of harmful or hazardous substances.
5. And such substance / chemical escapes even when proper care is taken (i.e. no negligence observed then the person storing such substance is held strictly liable.
6. Strict liability for any damage ens damage ocurred.



Ans. to Q. No. -

7. In the case of Rylands Vs

✓ 2 Q2.c

8. The defendant was held liable for making un-natural use of land by making a reservoir.

9. The reservoir leaked and destroyed the plaintiff's mines.

10. In the same manner, Sunshine Solar Limited has made the un-natural use of land.

11. The harmful chemicals leaked to Surya's field and damaged his crops.

Conclusion:

therefore Sunshine Solar Limited will be held liable under strict liability.

✓ 2 Q2.c

And Surya can claim damages from Sunshine Solar Limited.



Ans. to Q. No. -

2 (b)

1. As per the relevant provisions observed in natural justice and observance of the fundamental rights mentioned in the constitution in part II,

2. The rule of Natural justice has certain exceptions.

3. One of the exceptions is that the liberty given to the educational / academic institutions for removal / dismissal of any student on continuous and repeated unsatisfactory performance.

4. Ravi, who is an MBBS student at a government Medical college can be removed from the medical college for "regular unsatisfactory academic behavior".

✓ 2 Q2 b

5. This is in accordance to the exceptions laid down



Ans. to Q. No. -

under Natural Justice.

4. However it is necessary that Ravi is given the opportunity of being heard before his removal.
7. Ravi who has approached the High court for violation of his fundamental rights may be given an opportunity of being heard.
8. However if it is proved after giving him an opportunity of being heard that he is actually not performing well,
9. Then the medical college's decision will be upheld.

✓ 2 Q2b



Ans. to Q. No. -

2(a)

Ans: The above case when observed in light of interpretation of statutes, it can be observed that :

2. The Heydon's Rule or the principle of Harmonious construction observed in Heydon's case will be applicable.

3. The Rule of Harmonious construction states that when ;

✓ 2 Q2 a

4. It states that when 2 or more acts or statutes are in conflict or they state contradicting provisions, then the two statutes must be interpreted such that both the statutes are given effect to.

5. Such that there is a Harmonious relation between the 2 statutes.

6. In the above case there



Ans. to Q. No. -

are 2 statutes which speak about the same subject matter.

1- The Municipal Government Act, 2010.

2- Heritage Sites Preservation Act 2012.

conclusion

Therefore as per the Rule of Harmonious Construction the 2 acts stated must

✓ 2 Q2 a be observed in a way that both of them are given effect to
As observed in Heydaris case.



Ans. to Q. No. -

6A (iii)

(iii)

Ans: The statement given above when rightly observed is per the relevant provisions of the Limitation Act of 1963 the following can be observed:

2. The Limitation Act, 1963 states the true rule of CONTINUOUS RUNNING OF TIME

3. The Rule of continuous Running of time states that:

✓ **3 Q6.A.ii** Once the limitation period to file a suit, appeal or application starts, then it keeps running.

4. It does not take into consideration any other disability / legal disability which is subsequent to the start of the limitation period.

5. Therefore the statement, "where once time has begun to run, no subsequent disability or inability to institute a suit or make an application can stop it" is true as explained above.



Ans. to Q. No. -

6 A (i)

Ans: As per the relevant provisions of the Information Technology Act, 2000,

2. A body corporate is can be described as an entity having recognition from the relevant Act, like the companies Act, 2013.

3. A body corporate has characteristics like perpetual succession, common seal, right to sue and be sued, etc.

4. A body corporate must mandatorily follow reasonable security practices and procedures for the security and protection of its employees and customers.

6. In the matters of sensitive personal data or information such as:

1. Phone numbers
2. Email ID's
3. Residential Addresses of their customers, a body



Ans. to Q. No. -

corporate must make utilization of secure computer systems, appointment of proper experts, secure network, etc.

✓ 2 Q6.A.i

Such provisions must be made to prevent unethical acts of Hacking and phishing, etc.

8. However if a body corporate fails to protect such sensitive, private data,

9. Then it is liable to pay compensation for the same.

10. Any key managerial personnel, director, manager, ~~to~~ whole-time director, company secretary who was in charge of managing the business will be held liable.



Ans. to Q. No. -

6A (iv)

Ans: As per the relevant provisions, regulations and rules of the Arbitration and Conciliation Act, 1996,

2. The provisions related to the Removal of a member from the Arbitration Council of India are as follows:

3. A member of the Arbitration Council can be removed if:

4. He has become incapacitated / insane

5. If he has been convicted of an act of Moral turpitude.

6. If he has done any act against public policy.

7. If he has died - (death)

✓ 4 Q6.A.iv

8. If he voluntarily Resigns

9. If he has any foreign interests.

∴ The member of Arbitration Council may be removed in the above cases.



Ans. to Q. No. -

6A (ii)

Ans As per the relevant sections of the Commercial Courts Act of 2015.

2. The following are the provisions related to the determination of specified value of the subject matter of the commercial ^{dispute} matter in a suit, appeal or application.

3. The specified value of the subject matter can be decided by the mutual agreement between the parties of dispute.

4. The specified value can be decided by the judge of the commercial court.

5. The specified value can be decided based on the time passed since the matter.

✓ 3 Q6.A.iii

1. The specified value can be based on the already decided interest rate.

7. The specified value can be based on the share capitals of the institutions.



Ans. to Q. No. -

4 A (ii)

Ans: The statement that the main body of rules and principles of law is an adaptation of the English law is true in every sense.

2. The English law has been formed from a number of sources, such as.

1. Customs and customary law
2. Judicial Decisions / precedents.
3. Equity and good conscience.
4. Natural Law
5. Statutes and Acts.

1. Customs: The English law has been derived from long practiced customs relating to law and punishment.

2. Judicial precedents: The English law has been developed on the decisions of the courts relating to same subject matter and circumstances.

3. Equity and good conscience: This is from the equity.



Ans. to Q. No. -

regulation.

4. Natural Justice: The English law has been established on the rules of Natural justice given by various other laws at that time from the morality and justice.

5. Statutes and Acts: As the English law developed so did the Statutes and Acts.

6. All the above stated sources are the sources of English law.

7. Based on these India has also established its law.

✓ 4 Q4.A.ii



Ans. to Q. No. -

4A (iii)

Ans: As per the relevant sections and provisions of the Right to Information Act 2005.

2. Certain categories of information that have been exempted from disclosure of Section 8 are as follows:

1. Information relating to sovereignty and integrity of India.
2. Any personal information of any person unless there is threat to life and liberty.
3. Any information regarding Government projects like nuclear plants, Atomic plants and bombs, and missiles.
4. Any information about cabinet of ministers.
5. Any information that may be used for incitement of war/offence.
6. Any information about foreign interactions.
7. Any information regarding terrorism.



Ans. to Q. No. -

4 A (i)

Ans. As per the relevant procedure and provisions of the Negotiable Instruments Act, 1881.

2. A promissory note can be described as a negotiable instrument which is issued in order to acknowledge the debt / mortgage / charge on a person.

3. The essentials of the promissory note are as follows:

1) A promissory note must be in a written format.

2) It must not only have the acknowledgement of debt but also a promise for repayment of the debt.

48. Now in the above case, Rari enterprises has issued an instrument which is written and it consists of acknowledgement from. Mehta Rari that he owes Mehta Traders ₹ 500.



Ans. to Q. No. -

5. The written instrument issued by Ravi also has the promise to pay the amount of 5000 ₹ as soon as possible.

Conclusion:

As the written instrument issued by Ravi has complied with both necessities.

Therefore, the instrument issued by Ravi enterprises qualifies as a promissory note.

✓ 2 Q4.A.i



Ans. to Q. No. -

5 (c)

Ans: As per the relevant provisions of the Limitation Act,

The limitation periods are as follows:

- (i) for compensation for slander: the limitation period is one year from the statement published.
- (ii) for compensation for Libel: the limitation period to file a suit is 1 year from publication.
- ✓ 3 Q5.c compensation for malicious prosecution is 3 years.
- (iv) for any suit for which no limitation period is prescribed in this schedule will be 3 years.
- (v) by a land lord to recover possession from a tenant is 6 months.



Ans. to Q. No. -

5(b)

Ans: As per the relevant sections of the BNS, 2023 i.e. (Bharatiya Nyaya Sanhita, 2023,

2. It is observed that the offence committed by Ambuj is Criminal Misappropriation of property and Criminal Breach of trust.

✓ 2 Q5.b Ambuj has dishonestly disobeyed the law and divided the property ~~part~~ in the will for his own benefit and use.

4. This is Criminal Breach of Trust and Criminal Misappropriation of property.

5. The Bharatiya Nyaya Sanhita has the following punishment for the offence committed by Ambuj

1) Penalty / fine as prescribed by BNS, 2023.

2) Imprisonment for 2 years

✓ 1 Q5.b 3) On both of the above.



Ans. to Q. No. -

5(a)

Ans As per the relevant procedures of the Information Technology Act of 2000

2. The procedure for the Obtaining electronic signature certificate is as follows:

1. The applicant must first apply to the certifying authority either in person or online.

2. The Applicant must fill required forms

3. Applicant must submit relevant documents for authentication such as government ID, Certification practice statement and other relevant documents.

✓ 2 Q5.a

4. The Certifying Authority conducts examination of the application along with documents.

5. If any discrepancies are found, the certifying authority gives the applicant a reasonable opportunity of being heard.



Ans. to Q. No. -

6. if no discrepancies be proceeds with certification
7. Certificate is issued to applicant.
8. As per the provisions stated above, it is mandatory for the certifying authority to issue give a reasonable opportunity of being heard to the applicant before the rejection of application along with reasons of rejection.
9. Therefore As per the Information technology Act, 2000 Rishi's application cannot be rejected by the certifying Authority before unless he is given a reasonable opportunity of being heard.

✓ 2 Q5.a



Ans. to Q. No. -

Q 3(a)

1) As per the relevant provisions of the Civil Procedure Code 1908,

2) The following remedy is available to Suany;

✓ 2 Q3.a

3) Temporary / Interim injunction. Interim injunction is provided by the court in civil cases for during the trial.

4) Temporary injunction is provided for the protection of subject matter.

5) It is also provided to prevent unnecessary harm while the proceedings are still going on.

6) As the subject matter of the suit is an antique and rare artifact.

7) And Yogesh Suany believes that Yogesh might dispose of the artifact that is the subject matter of the suit, then,



Ans. to Q. No. -

3. The court may grant interim injunction as a remedy to, summary.

In order to protect the subject matter of the suit, i.e. artwork.

✓ 1 Q3.a



Ans. to Q. No. -

3 (b)

Ans. As per the relevant sections and provisions of the Bhartiya Nyaya Sanhita, 2023

2. The offence committed by the group / gang of six members at night involving the murder of Ramesh is Dacoity and murder

3. The essentials of Dacoity involve the
1) presence of more than 5 persons.

2) Commission of robbery by the group

✓ 2 Q3.b 3) Threat / death of a person during the commission of offence.

• Therefore, the offence committed by gang of six members is Dacoity and murder.

• The penalty for the above offence is 14yr of imprisonment or fine or both

As dacoity was committed after sunset and before sunrise



Ans. to Q. No. -

- Also the provisions of BNS, 2023 state that.

All members involved in a dacoity, will be held liable if one of them commits murder.

Conclusion:

Therefore all members of the gang will be held liable for commission of Ramesh's murder.

✓ 1 Q3.b



Ans. to Q. No. -

3 (c)

Ans: As per the relevant section of Article 13 of the Indian Constitution

2. The doctrine of Severability will apply in the above case.

3. DOCTRINE OF SEVERABILITY.

The Doctrine of Severability states that, when any provision of an Act becomes inconsistent with the fundamental rights mentioned in the constitution, then the part which is inconsistent must be severed.

4. If the Act so is capable of giving effect to the legislature's intent after the inconsistent part being severed,

Only then the Act will prevail or else the entire Act will be severed.

Conclusion:

Therefore in the above case if the Act of Social Harmony



Ans. to Q. No. -

, 2021 is capable of giving effect to the legislator's intent after the ~~mere~~ separation of Section 5 then the government will succeed in its claims.

✓ 4 Q3.c

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Ans. to Q. No. -

(i) Yes, the opening of Sanjay's old case under the amended law violates his fundamental rights under the Indian constitution because.

No person can be punished and prosecuted under the new amended

✓ 2 Q1.a

They can only be punished and prosecuted based on the law prevailing at the time of when offense was committed.

(ii) Compelling Sanjay to provide thumb impression and voice sample does amount to violation of Article 20(3) of Constitution.

✗ 0 Q1.a

Because as per the provisions Sanjay has the right to stay silent and be produced to nearby magistrate in 24 hours.

(iii) Detaining Sanjay for 3 days without producing him before a magistrate violates Article 22 of the Constitution.

Yes, because a person arrested

✓ 2 Q1.a

must be presented to nearby magistrate in 24 hours.



2

Ans. to Q. No. -

(iv) Provision: As per the relevant provisions:
 Every arrested person has the right to a medical checkup to get in every 48 hours of arrest.
 Sanjay was denied the same.
 Therefore his fundamental right was violated.

(v) If Sanjay's family directly approaches the High Court against his detention,
 The remedy available to them is (Writs)
 They can file a writ petition for Habeas Corpus.
 The High Court has writ jurisdiction under section 226 of Constitution.
 The High Court will order the presentation of accused (Bring the Body) in court.



Ans. to Q. No. -

1 (b)

(i) As per the relevant provisions of the contract act, Brigesh cannot claim damages from Anil, for breach of contract.

2) Because when Brigesh made a counter offer to buy the house for ₹5,000, the original offer of ₹1,00,000 was not enforced / used to exist.

3) Anil made no acceptance to the counter offer. Therefore Brigesh's claim for the damages of breach of contract is not valid legally.

(ii) As per the relevant sections of the Indian contract act, -1872.

- Acceptance of offer must be communicated.
- Acceptance must be clear.
- Acceptance must be unambiguous.
- Acceptance must be properly communicated.

1) Acceptance can be revoked anytime before it reaches the offeror.

- Acceptance can be done through



Ans. to Q. No. -

post.

- Acceptance can be communicated through telephone, etc.

(iii) As per the Indian Contract Act, 1872,

The provisions related to mode of revocation of proposal are as follows:

- 1) Proposal can be revoked anytime before the communication of Acceptance.
- 2) Mode for revocation must be same as that of making proposal.
- 3) Proposal can be revoked any time before Acceptance is posted.

(iv) The case law involved is the case involving Gauri Dutt Vs Shankar Prasad

- And the offer made by Azad's father is a General offer (i.e) made to the whole world and anyone who fulfills the conditions of the offer was entitled to the consideration.

• Another case law is: Carlil Vs Carbolic smoke ball company:

- As if Hari had no knowledge of the offer then he would not be entitled to the reward.
- If he had prior knowledge of offer then he would be entitled to the reward.

