

## Case List For LLB 1<sup>st</sup> Semester

### Constitutional Law

Case Reference	Case Details	Topic
<b>Fundamental Rights and Judicial Review</b>		
P D Shamdhasani vs. Central Bank of India SC AIR 1952	Bank confiscated property on loan default. SC held that fundamental rights are available against the state and not against private individuals because there already are enough safeguards under ordinary laws for such disputes.	Fundamental rights are against State.
Rajasthan Electricity Board vs. Mohan Lal SC AIR 1967	Definition of State is not narrow. It includes all such entities that are constituted by the State. Electricity Board and a University are States. Overruled Univ. of Madras vs. Santa Bai.	Art 12 What is State.
Sukhdev vs. Bhagatram SC AIR 1975	ONGC, LIC, Industrial Finance Corp. are all states because the rules and regulations made by them have the force of law.	
Marbury vs. Madison US SC 1800	US SC held that the judiciary has the power to review actions of the legislature. The concept of Judicial Review started from here.	Art 13 Judicial Review
L Chandra Kumar vs. Union of India SC AIR 1997	The power of judicial review of legislative action as vested in SC by art 32 and in HC by art 226 is a basic feature of the constitution and cannot be curtailed even by constitutional amendment.	Art 13
AK Gopalan vs. State of Madras SC AIR 1950	Only Section 14 of Preventive Detention Act 1950 was held unconstitutional. Whole act except this section is valid. In Romesh Thaper vs. State of Madras, SC held that only if the unconstitutional portions cannot be removed then the whole act will be ultra vires and thus unconstitutional.	Art 13 Doctrine of Severability.
Bhikaji vs. State of MP SC AIR 1954	Govt. of Central Province monopolized motor transport by an act. SC held that the pre-constitutional law that violates fundamental rights is not void ab initio. It is merely eclipsed. When Art 19 was amended to allow state to monopolize any business, the said act became constitutional again.	Art 13 Doctrine of Eclipse
Deep Chand vs. State of UP SC AIR 1959	Doctrine of Eclipse does not apply to Post-Constitutional law because such a law is void ab initio.	Art 13 Doctrine of Eclipse
State of Gujarat vs. Ambica Mills SC AIR 1974	Overruled Deep Chand's case and held that Doctrine of Eclipse is applicable to non-citizens.	Art 13 Doctrine of Eclipse
Dulare Lodh vs. 3 <sup>rd</sup> Additional District Judge SC AIR 1984	Held that Doctrine of Eclipse to post-constitutional law is applicable to citizens as well.	Art 13 Doctrine of Eclipse
Bashesar Nath vs. Income Tax Commissioner SC AIR 1959	The appellant had reached a settlement with IT dept. to pay 3 lac per month for taxes that he owed under IT act. However, later that act was determined to be unconstitutional. So he challenged the settlement. IT dept argued that he had waived his right by reaching a settlement. SC held that, unlike USA, Indian constitution does not follow Doctrine of Waiver. Fundamental rights are an obligation imposed upon the state by the constitution. It is the court's duty to enforce them.	Art 13 Doctrine of Waiver
Keshavanand Bharti vs. State of Kerala SC AIR 1973	SC held that constitutional amendments do not fall under "laws" as meant in art 13. It held that "Law" in art 13 means rules and regulations made under ordinary legislative powers and not amendments made under constitutional powers. Thus, Constitution (24 <sup>th</sup> Amendment Act) Act 1971 by which the 4 <sup>th</sup> clause was added to art 13 was valid. Art 13(4) says, "Nothing in this article shall apply to any amendment of the constitution made under art 368."	Art 13 Meaning of "law".
<b>Equality and Classification (See Compensatory Discrimination)</b>		
<b>Protection of Life and Personal Liberty</b>		
A K Gopalan vs. State of Madras SC AIR 1950	A communist leader was detained under Preventive Detention Act, 1950. 1. Fundamental Rights are not absolute. 2. Rights in Part III are mutually exclusive and that liberty in Art 19	Art 14/19/21

	<p>and 21 are different things. (Overruled in Menaka Gandhi)</p> <ol style="list-style-type: none"> <li>Held that "law" means state made law and not jus naturale (principles of natural justice).</li> <li>Rejected that "procedure established by law" is same as "due process of law" of the US constitution.</li> <li>Held that 21 protects against loss of personal physical liberty and 19 deals with unreasonable restrictions on specific freedoms.</li> </ol>	
Kharak Singh vs. State of UP SC AIR 1963	<p>UP Police performed domiciliary visits to make sure that he was at home in the nights. This was challenged. SC held the following.</p> <ol style="list-style-type: none"> <li>Personal liberty is not confined only to bodily restraint or confinement in prisons but includes all those things through which life is enjoyed.</li> <li>Personal Liberty means much more than mere animal existence.</li> <li>Art 19 gives some of the freedoms required to enjoy personal liberty, while art 21 constitutes the rest.</li> <li>Since there was no law which could justify domiciliary visits, they were held to be an unauthorized intrusion into a person's life and were held to be in violation of art 21.</li> </ol>	Art 21
Satwant Singh vs. Asst. Passport Officer SC AIR 1967	Right to travel abroad.	Art 21
Govind vs. State of MP SC AIR 1975	Domiciliary visits were held valid because there was a law and so had the force of law.	Art 21
Menaka Gandhi vs. Union of India SC AIR 1978	<p>Passport was confiscated without providing any reason.</p> <p>Prior to this case, Art 21 guaranteed protection against arbitrary action only of executive and not from legislative action. After this case:</p> <p>A person can be deprived of life and personal liberty only if</p> <ol style="list-style-type: none"> <li>There is a law.</li> <li>The law must provide a procedure.</li> <li>The procedure is just, fair, and reasonable.</li> <li>The procedure must satisfy Art 14.</li> </ol> <p>Important Points</p> <ol style="list-style-type: none"> <li>Fundamental rights represent the values cherished by people since Vedic ages and are calculated to provide dignity to human beings and to create conditions that enable a human being to develop his personality to fullest extent. (J Bhagvati)</li> <li>Provisions of Part III should be given widest possible interpretation.</li> <li>Rights in Part III are not mutually exclusive but form a single scheme.</li> <li>Laws under Art 21 must satisfy the test of reasonability under Art 14 and also stand the test of Art 19.</li> <li>SC has accepted that "law" should be reasonable law and not just an enacted law. To be fair and just, it should follow the principles of natural justice. Thus, even if "due process of law" is not explicitly mentioned, the effect is same.</li> </ol> <p>Although Art 21 uses negative words, it has a positive dimension as well. Thus, it does not just mean right to mere existence but a right to live with human dignity.</p> <p>Compensation for violation of Art 21.</p> <p>44<sup>th</sup> amendment, Emergency, and Art 21. Art 21 cannot be suspended on presidential order under art 359.</p>	Art 14, 21.
MH Hoskot vs. State of Mah. SC AIR 1978	Right to free legal aid.	Art 21
Hussainara Khatun vs. State of Bihar SC AIR 1979	Right to speedy trial.	Art 21
Olga Tellis vs. BMC (Pavement Dweller's case) SC AIR 1986	Right to livelihood.	Art 21
Paramand Katara vs. U of I SC AIR 1989	Right to health and medical assistance.	Art 21

Subhas Kumar vs. State of Bih SC AIR 1991	Right to pollution free air and water.	Art 21
Mohini Jain vs. State of Kar. (Capitation fee case) SC AIR 1992	Right to education	Art 21
Chameli Singh vs. State of UP SC AIR 1996	Right to shelter.	Art 21
PUCL vs. Union of India (Telephone Tapping case) SC AIR 1997	Right to privacy.	Art 21
Murli Deora vs. Union of India SC AIR 2002	Ban on smoking in public places.	Art 21
re Noise Pollution SC AIR 2005	Right to freedom from noise.	Art 21
<b>Freedom of Speech and Expression</b>		
Romesh Thaper vs. State of Madras SC AIR 1959	Romesh Thaper was the publisher of Cross Roads, a left leaning paper, critical of Govt. State of Madras banned its entry and circulation in Madras on the grounds of public safety. SC held freedom of circulation is covered under freedom of speech and that public safety is out of scope of Art 19 (2). After this, in Constitution 1 <sup>st</sup> Amendment, Art 19 (2) was amended to include public order, security of state, incitement of offence as grounds for restricting the freedom of speech and expression.	Art 19 (1) (a) Art 19 (2) Freedom of Speech and Expression
Prabhu Dutt vs. U of I SC AIR 1982	People have right to know news and functioning of the govt.	Art 19 (1)
Association for Democratic Reforms vs. U of I SC AIR 2002	People have right to know about the assets, liabilities, wealth, education of the candidate before voting.	Art 19 (1)
LIC vs. Manubhai D Shah AIR SC 1992	Manubhai wrote an article in LIC's magazine about the problems with LIC that affected policy holders. LIC published a response to that but did not give a chance to publish a rejoinder. SC held that LIC being a State as per Art 12, must publish his response. It also held that it does not mean every body has a right to publish in a magazine and this right should be determined on a case by case basis.	Art 19 (1)
Tata Press Ltd. vs. MTNL SC SCC 1995	Commercial adverts are protected under freedom of speech.	Art 19(1)
Ministry of I & B vs. CAB SC AIR 1995	SC has held that one has the right to publicize his expression as well. A game of cricket is an expression and the organizers have a right to propagate it every where in the world. So Doordarshan must provide its up linking facilities to CAB for transmitting the signals out of country. Art 19 (2) does not allow restrictions on 19 (1) (a) on the grounds of creating monopoly of the govt.	Art 19(1)
CPI (M) vs. Bharat Kumar SC AIR 1998	Bundhs are illegal.	Art 19 (1)
Ranjit Udeshi vs. State of Mah. SC AIR 1965	Bookseller banned for selling obscene books.	Art 19 (1)
Hamdard Dawakhana vs. U of I SC AIR 1960	Obnoxious and Fraudulent advertising is not protected.	Art 19 (1)
<b>Secularism/Minority Rights</b>		
SR Bommai vs. Union of India SC AIR 1994	SC held that secularism is a basic feature of the constitution. Indian secularism is different from American secularism.	Art 25-28
Santosh Kumar vs. Ministry of HRD SC AIR 1995	Teaching of Sanskrit language is not anti-secular because it is the mother of all Aryan languages.	
Church of God vs. KKRMC Welfare assoc. SC AIR 1999	Noise pollution in the name of religion not allowed.	
Aruna Roy vs. Union of India SC AIR 2002	Study based on all religions in school is not anti-secular. Must keeps "sarva dhrama samabhav" and not "sarva dhrama abhav".	
Rev Stainislaus vs. State of MP SC AIR 1977	Forcible conversions not allowed.	

Javed vs. State of Haryana SC AIR 2003	Two children norm not a violation of art 25.													
Md Hanif Quareshi vs. State of Bihar SC AIR 1958	Ban on cow slaughter does not violate art 25 because cow slaughter is not an essential part of Islam.													
Ashutosh Lahiri vs. State of WB SC AIR 1995	Exemption on cow slaughter on Bakarid day invalid because it is not an essential to the religion.													
State of Bombay vs. Varasu Bapamali SC AIR 1953	An act that banned bigamy held valid because bigamy is not an essential part of Hinduism.													
DAV College, Jullundher vs. State of Punjab SC AIR 1971	Guru Nanak Univ directed the state to make provision for study and research on life and teachings of Guru Nanak. This was challenge on the ground that it violates Art 28. SC held that it did not violate because the study was only academic and did not amount to religious instruction or promotion of any religion.	Art 28.												
St. Xavier's College vs. State of Gujarat SC AIR 1974	<p>Relation between Art 29(1) and 30(1). SC held the following four distinctions:</p> <table border="1"> <thead> <tr> <th>29(1)</th> <th>30(1)</th> </tr> </thead> <tbody> <tr> <td><b>Gives right to all citizens having a distinct language, script, or culture, to preserve the same.</b></td> <td><b>Gives right to minorities to establish and administer educational institutions.</b></td> </tr> <tr> <td>Provides right to all citizens.</td> <td>Provides right to minorities.</td> </tr> <tr> <td>Deals only with language, script, and culture.</td> <td>Deals with language and religion.</td> </tr> <tr> <td>Concerned with right to conserve language, script, and culture.</td> <td>Gives right to establish and manage educational institutions of their choice to minorities.</td> </tr> <tr> <td>Does not necessarily mean educational institutes.</td> <td>Deals only with establishment and administration of educational institutions.</td> </tr> </tbody> </table> <p>In this landmark case, some sections of Gujarat Univ. Act imposed several restrictions that affected its managerial rights on the college.</p> <p>SC held that provisions that effectively take control of the management of an educational institution are not applicable to minority institutions.</p>	29(1)	30(1)	<b>Gives right to all citizens having a distinct language, script, or culture, to preserve the same.</b>	<b>Gives right to minorities to establish and administer educational institutions.</b>	Provides right to all citizens.	Provides right to minorities.	Deals only with language, script, and culture.	Deals with language and religion.	Concerned with right to conserve language, script, and culture.	Gives right to establish and manage educational institutions of their choice to minorities.	Does not necessarily mean educational institutes.	Deals only with establishment and administration of educational institutions.	Art 29, 30
29(1)	30(1)													
<b>Gives right to all citizens having a distinct language, script, or culture, to preserve the same.</b>	<b>Gives right to minorities to establish and administer educational institutions.</b>													
Provides right to all citizens.	Provides right to minorities.													
Deals only with language, script, and culture.	Deals with language and religion.													
Concerned with right to conserve language, script, and culture.	Gives right to establish and manage educational institutions of their choice to minorities.													
Does not necessarily mean educational institutes.	Deals only with establishment and administration of educational institutions.													

## Judiciary

Union of India vs. Sankalchand Sheth SC 1977	Sankalchand Seth was transferred from one HC to another without CJ's approval, under art 222, which says, "(1) The President may, after consultation with the Chief Justice of India, transfer a Judge from one High Court to any other High Court." In this case, SC held that consultation does not mean that the advise of the constitutional functionaries is binding on the President and that a Judge can be transferred without his consent.	Art 222 Independence of the Judiciary
S P Gupta vs. Union of India (Judges Transfer Case – I) AIR SC 1982	SC unanimously with the meaning of the term "consultation" as determined in Sankalchand's case and held that only ground on which the decision of the govt. regarding appointment and transfer of a Judge can be challenged is that if it is based on mala fide or irrelevant consideration. This hugely affected the independence of the judiciary because the control over appointed of the judges went completely to the executive branch.	Art 124(2) Independence of the Judiciary
SC Advocate on Record Assoc. vs. Union of India SCC 1993	Overruled SP Gupta case and held the following: Judges of SC and HCs must be appointed in consultation with CJI. The consultation must be effective. The opinion of CJI has primacy. The CJI must be appointed on the basis of seniority	Art 124(2) Independence of the Judiciary
re Presidential Reference 1999	The President requested the opinion of the SC when the CJI gave his recommendation without consulting other judges of the SC. SC held that recommendation given without consulting other judges is not binding on the President.	Art 124(2) Independence of the Judiciary
V Ramaswamy's Impeachment 1990	V Ramaswamy was in financial irregularities. Proceedings were started but did not succeed because congress abstained from voting.	Art 124(4) Removal of a Judge of SC or HC

C Ravi Chandran Iyer vs. A M Bhattacharjee SCC 1995	Bar Assoc. tried to pressurize the judge to resign for alleged financial misbehavior. SC held that any such coercion is invalid, affects the independence of the judiciary and amounts to contempt court. Only procedure to remove a judge is given in 124(4) and (5). It further held that if the misconduct of a judge falls short of impeachment, an action could be taken in-house within the judiciary. Further, only the CJI, being the first among the judges can be the prime mover of such an action.	Art 124(4) Removal of a Judge of SC or HC
Delhi Judicial Services Assoc. vs. State of Gujarat SCC 1991	5 policemen were held guilty of criminal contempt of court for harassing and handcuffing the Chief Judicial Magistrate in Nadiad, Gujarat. SC held that it has power to punish for contempt of itself as well as any subordinate court under art 129.	Art 129 Court of Record
Ayodhya Case Mohd. Aslam vs. Union of India SCC 1994	UP CM Kalyan Singh was convicted of contempt of court for failing to keep his promise of not letting any construction on disputed land.	Art 129 Court of Record
State of Karnataka vs. Union of India SCJ 1978	Center appointed a commission of inquiry under Commissions of Inquiry Act 1952 to investigate the charges of corruption, nepotism, etc. against the CM of Karnataka. State of Karnataka filed a suite in SC under original jurisdiction charging that Center does not have the power to appoint such a commission because it is in the sphere of State legislative and executive powers and that it violates the federal character of the constitution. Center contended that since the commission is against the CM personally and not against the State of Kar, the suit cannot be brought under Art 131, which prohibits personal suites. SC held that the suit is maintainable because the State acts through its ministers and any action against the ministers affects the State. So State has sufficient interest in the case to file the suite. It further held that the commission does not violate the federal character of the center-state relations.	Art 131 Original Jurisdiction of SC
Union of India vs. State of Raj. SCC 1984	SC held that State's suit against Union of India to recover damages under railways act 1890 is not a dispute falling under 131 and therefore not maintainable. Such ordinary commercial disputes are not under SC's jurisdiction.	Art 131 Original Jurisdiction of SC
Krishnaswamy vs. Gov. General-in-Council AIR 1947	If there is difference of opinion among HCs and there is no direct decision of SC on that point, it is a substantial question of law to permit appeal in SC.	Art 132 Appellate Juris – Const
Madan Gopal vs. State of Orrisa AIR 1956	The pecuniary(monetary) value of the subject matter of the case is of no importance. There may be matters which cannot be measured in terms of money but the decision may still have far reaching impact.	Art 132 Appellate Juris – Civil
Kiranmal vs. Dynanoba AIR 1983	High Court dismissed the appeal by one word order "Dismissal". SC held that to be invalid and remitted to HC for disposal on merits.	Art 132 Appellate Juris – Civil
Siddheshwar Ganguly vs. State of W.B. AIR 1958	In case SC has given guidelines to be followed by HC to give certificates. HC cannot issue a certificate under 134-A on mere question of fact. The case must involve a substantial question of law.	Art 134 Appellate Juris – Crim.
Ramakant Rai vs. Madan Rai AIR 2004	Private party can file appeal under Art 136 challenging acquittal. SC cannot refrain from doing its duty just because a private party and not the state has not appealed against the acquittal by HC.	Art 136 Special Leave to Appeal
Pritam Singh vs. State AIR 1950	SC explained how the discretionary power under Art 136 will be used by SC in this case: Since the power is exceptional and very wide, it must be used sparingly and in exceptional circumstances. Beyond this it is not possible to fetter the exercise of this power by any set formula or rule.	Art 136 Special Leave to Appeal
Union Carbide Corp. vs. Union of India SCC 1991	SC held that under Art 136, the court has inherent power to transfer the cases from District court of Bhopal and dispose of the same. SC has wide powers under 142 and the court can do so if it is necessary to do complete justice.	Art 136 Special Leave to Appeal
Union of India vs. Shiromani Gurudwara Prabandhak Committee SCC 1986	SC may transfer the case from one HC to another if it feels that the case cannot be dealt with fairly in one HC due to exceptional circumstances.	Art 139 A
Bengal Immunity Co. vs. State of Bihar AIR 1955	SC held that there is nothing in the constitution that prevents SC from departing from its previous decision. If SC finds that a previous judgment made a erroneous, it should admit it and not to perpetuate it.	Art 141 Decision of SC is binding on all courts.
re Kerala Education Bill 1953	SC interpreted the word "may" in clause 1 as it is not bound to give its opinion. If it has a good reason, it may refuse to express its opinion.	Art 143 Advisory Juris
re Special Courts Bill 1979	SC held that opinions given by it under this jurisdiction are binding on all courts in the country.	Art 143 Advisory Juris

re Cauvery Disputes Tribunal	SC held that the ordinance passed by the State of Kar. to not follow the order of the tribunal to release water to TN, is unconstitutional.	Art 143 Advisory Juris
Ayodhya Dispute and advisory opinion 1994	SC refused to express its opinion on whether a temple existed on the disputed location because it was superfluous, unnecessary, and favors a particular religion.	Art 143 Advisory Juris
L Chandra Kumar vs. Unon of India SC AIR 1997	Power of HC over legislative action is basic feature of the constitution and cannot be curtailed by constitutional amendment.	Art 226 Writ Juris. of HC.
ABSK Sangh(Rly) vs. Union of India AIR 1991	Unregistered union has a right to file a writ petition for a public grievance.	Art 226 Locus Standi
Chairman, Rlwy Board vs. Chandrima Das AIR 2000	An advocate of Calcutta HC has sufficient interest in demanding compensation for Bangladeshi woman raped in a railway station, which is a public place, by railway employees.	Art 226 Locus Standi
Basappa vs. Nagappa AIR SC 1954	SC held that scope of 226 is very wide and can be used to remedy injustice wherever it is found.	Art 226 Scope
Union of India vs. RK Sharma AIR 2001	Proceedings under sec 18 of Indian Army Act cannot be arbitrary and can come under judicial review.	Art 226 Scope
Mohan Pandey Vs. Usha Rani Rajgaria SCC 1992	Private commercial disputes do not fall under 226 if they do not allege violation of statutory rights by statutory authorities.	Art 226 Scope
Election Commision vs. Venkata Rao AIR 1975	Madras HC cannot issue writ against ECI because ECI is based in New Delhi, which is out of jurisdiction of Madras HC. Later 15 <sup>th</sup> amendment 1963 amended 226 to allow HC to issue writs against central agencies if the cause of action, whole or in part, lies in that HC's jurisdiction.	Art 226 Territorial Scope
ONGC vs. Utpal Kumar Basu SCC 1994	Petition did not disclose that whole or part of cause of action lies in Calcutta HC jurisdiction so HC cannot issue writ against ONGC.	Art 226 Territorial Scope
Vellaswamy vs. IG Police Madras AIR 1982	HC dismissed the petition citing that alternate remedy is available under police rules of Madras. SC held that the remedy was not sufficient and HC should not have dismissed the petition.	Art 226 Discretionary Remedy

### Amendment of the Constitution

Shankari Prasad vs. Union of India AIR 1951	1 <sup>st</sup> amendment that inserted of Art 31-A and 31-B by was challenged. SC held that "Law" in Art 13 refers to ordinary law made under legislative power and does not include amendment of the constitution. Art 368 gives complete power to the parliament to amend the constitution including fundamental rights.	Art 368/13 Amendment of the constitution
Sajjan Singh vs. State of Raj. AIR 1965	17 <sup>th</sup> amendment was challenged. SC followed the judgment in Shankari Prasad case and held that "amendment of the constitution" means amendment of all the provisions of the constitution.	Art 368/13 Amendment of the constitution
Golak Nath vs. State of Pun. AIR 1971	17 <sup>th</sup> amendment that inserted certain state acts in the 9 <sup>th</sup> schedule was again challenged. SC overruled the previous judgment and held that the parliament does not have the power amend part III so as to take away fundamental rights. It held that art 368 merely describes the procedure of amendment and the actual power of amendment comes from art 245 and entry 97 of List 1. "Amendment" is a "law" with in art 13 (1).	Art 368/13 Amendment of the constitution
Keshavanand Bharati vs. Union of India AIR 1973	In order to overcome difficulties posed by SC decision in Golak Nath case, parliament added clause 13(3) by 24 <sup>th</sup> amendment, which says that art 13 will not apply to any amendments made under art 368. Further, it added a new clause to art 368 saying nothing in art 13 shall apply to amendment made under this article. In this case, this amendment was challenged. SC overruled Golak Nath case and held the following – <ul style="list-style-type: none"> <li>• "Law" in art 13 means ordinary law made under legislative power. 24<sup>th</sup> amendment is only clarifying that point and so it valid.</li> <li>• Parliament has wide power of amending the constitution but it is not unlimited.</li> <li>• The usage of the word "amendment" in the constitution means that the basic framework of the constitution must survive after the amendment. It does not allow destruction of the basic structure of the constitution.</li> <li>• Power to amend the constitution does not including abrogating the constitution.</li> <li>• C J Sikri said that basic features of the constitution include – <ul style="list-style-type: none"> <li>○ Supremacy of the judiciary</li> <li>○ Republic and democratic character</li> </ul> </li> </ul>	Art 368/13 Amendment of the constitution

	<ul style="list-style-type: none"> <li>o Secular character</li> <li>o Division of powers among judiciary, legislative, executive</li> <li>o Federal character of the constitution</li> </ul>									
<b>Emergency</b>										
Minerva Mills vs. Union of India AIR 1980	Proclamation of emergency by the president falls under judicial preview. However, court's power is limited only to examining whether the limitations conferred by the constitution have been observed or not. It can check if the satisfaction of the president is valid or not. If the satisfaction is based on mala-fide or absurd or irrelevant grounds, it is no satisfaction at all.	Art 352								
State of Raj. vs. Union of India AIR 1977	Dissolution of 9 state assemblies in 1977 was held valid. SC held that it is a political decision and rests with the executive. Satisfaction of the president can be reviewed by the court.	Art 356								
S R Bommai vs. Union of India AIR 1994	Secularism is a basic feature and a govt. may be dismissed on this ground. It gave detailed guidelines on invocation of art 356.	Art 356								
Makhan Singh vs. State of Punjab AIR 1964	In this case SC identified the difference between art 358 and art 359. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>Art 358</b> Freedoms given by art 19 are suspended.</td> <td style="width: 50%;"><b>Art 359</b> Fundamental rights are not suspended. Only that courts cannot be moved to enforce fundamental rights.</td> </tr> <tr> <td>Any actions done or omitted to be done cannot be challenged even after emergency.</td> <td>Any action done by the legislature or executive can be challenged after the suspension is over.</td> </tr> <tr> <td>Art 19 is suspended for the period of emergency.</td> <td>Right to move courts is suspended for the period of emergency or until the proclamation of the president to remove suspension.</td> </tr> <tr> <td>Effective all over the country.</td> <td>May be confined to an area.</td> </tr> </table>	<b>Art 358</b> Freedoms given by art 19 are suspended.	<b>Art 359</b> Fundamental rights are not suspended. Only that courts cannot be moved to enforce fundamental rights.	Any actions done or omitted to be done cannot be challenged even after emergency.	Any action done by the legislature or executive can be challenged after the suspension is over.	Art 19 is suspended for the period of emergency.	Right to move courts is suspended for the period of emergency or until the proclamation of the president to remove suspension.	Effective all over the country.	May be confined to an area.	Art 358/359
<b>Art 358</b> Freedoms given by art 19 are suspended.	<b>Art 359</b> Fundamental rights are not suspended. Only that courts cannot be moved to enforce fundamental rights.									
Any actions done or omitted to be done cannot be challenged even after emergency.	Any action done by the legislature or executive can be challenged after the suspension is over.									
Art 19 is suspended for the period of emergency.	Right to move courts is suspended for the period of emergency or until the proclamation of the president to remove suspension.									
Effective all over the country.	May be confined to an area.									
MM Pathak vs. Union of India AIR 1978	LIC entered into a settlement with its employee before emergency. During emergency this settlement was scrapped by a law. This was defended on the ground that since fundamental rights were suspended during emergency it cannot be challenged on the ground that it violates fundamental rights in the courts. SC held that rights given under art 14 to 19 are not suspended under emergency. Only their operation is suspended. Therefore as soon as emergency ends, those rights are revived again. Also, liabilities incurred before emergency cannot be quashed by a law made in emergency. They are revived after emergency.	Art 359								

### Compensatory Discrimination

Case Reference	Case Details	Topic
<b>Equality/Classification</b>		
Plessy vs. Ferguson US SC 1896	1892 Homer Plessy vs. State of Louisiana – Judgment by Justice Ferguson held that separate railway cars for blacks and whites satisfies the principle of equality. 1896 US SC upheld the decision and thus the doctrine of “Separate but equal” came into existence. Dissenter was Justice John Harlan.	Equality Separate but equal.
Lindsley vs. National Carbolic Gas Company US SC 1911	Meaning of Equal Protection of Laws : State can classify. Equal laws for equal circumstances.	Equality
Brown vs. Board of Education, City of Topeka, Kansas. US SC 1954	Cannot have separate schools for blacks and white because it violates equality.	Equality Separate can never be equal.
Charanjit Lal vs. Union of India SC AIR 1951	Mismanagement in Sholapur Spinning and weaving company. State can do reasonable classification. One individual can be treated as a class.	Art 14 Doctrine of reasonable classification.

Anwar Ali Sarkar vs. State of WB SC AIR 1952	SC held that since there was no clear guideline for which cases will be referred to the special court, it violated art 14. The object of the act "to provide speedier trial to certain cases" is too vague for intelligible classification.	Art 14
Kathi Ranning vs. State of Saurashtra SC AIR 1952	SC held that since there were proper guidelines for determining which cases should be referred to the special court, it does not violate art 14.	Art 14
EP Royappa vs. State of TN SC AIR 1974	New Concept of equality: Lack of arbitrariness. J Bhagwati - "Equality is a dynamic concept with many aspects and dimensions and it cannot be cribbed, cabined, or confined with traditional and doctrinaire limits....Equality and arbitrariness are sworn enemies."	Art 14 Lack of arbitrariness.
Randhir Singh vs. Union of India SC AIR 1982	Held that unequal scales of pay based on irrational classification invalid. Equal pay for equal work has since become a fundamental right.	Art 14, 16, 39
Air India vs. Nargis Meerza SC AIR 1981	An airhostess would be retired upon: 35 yrs of age, marriage if within first 4 yrs of service, or first pregnancy, whichever occurs earlier. MD has the discretionary power to allow service. SC held that the clause of first pregnancy was totally unreasonable because it force the AH to not have children at all. Discretionary powers to the MD also violate art 14.	Art 14
D S Nakara vs. Union of India SC AIR 1983	J Desai assimilated the doctrines of classification and doctrine of arbitrariness. SC struck down rule 34 of Central services pension rule 1972 on the ground that classification made by it between pensioners retiring before and after a certain date is arbitrary and so violates art 14.	Art 14
Krishna Singh vs. State of Raj. SC AIR 1955	SC held that separate rules for land revenue for Marwar region is valid.	Art 14 Basis of Classification Geographical
Sagir Ahmed vs. State of UP SC AIR 1955	Creating a monopoly in favor of State is valid because State as a person is a class in itself which is different from other person.	Art 14 Basis of Classification In favor of State
Venkateshwara Theaters vs. State of AP SC AIR 1993	Tax slabs were created for different kinds of theaters such as air-conditioned, air-cooled, ordinary. SC held this classification to be valid.	Art 14 Basis of Classification Taxation
Anwar Ali Sarkar's case and s Kathi Ranning' case	(see above.)	Art 14 Basis of Classification Special Courts & Special Procedures
Nayansukh Das vs. State of UP SC AIR 1953	Separate Electoral rolls based on religion was held invalid.	Art 15(1)
State of Rajasthan vs. Pratap Singh SC AIR 1960	Additional taxes for police protection for everybody in a colony except Muslims and Harijans was held invalid.	Art 15(1)
DP Joshi vs. State of MP SC AIR 1960	Place of residence valid ground for classification. Not prohibited by 15(1). College charged capitation fee from non-mp students.	Art 15(1)
Sanjeev Coke Mfg. Co. vs. Bharat Cooking Coal Ltd. SCC 1983	"Where art 31C come in, art 14 goes out." Laws made by state to implement Directive Principles in 39(b) and (c) cannot be challenged on the grounds that they violate art 14.	Art 14, Art 31C, Art 39
BALCO Employees Union vs. Union of India SC AIR 2002	No judicial review of the economic policy of the govt. SC held that divestment in public sector units is a decision based on complex economic factors and courts have refrained to comment on such economic matters.	Art 14

### Reservation

Champakam Dorairajan vs. State of Madras SC AIR 1951	Prompted the addition of 15(4) that allows state to make special provisions for SCs, STs and other backward classes.	Art 15(4)
Balaji vs. State of Mysore SC AIR 1963	Reservation cannot exceed 50%. Caste should not be the only criterion. Classification of backward and more backward is invalid. Art 16(4) is an exception to Art 16(1). Classes mentioned in 16(4) are same as in 15(4).	Art 15(4)
State of MP vs. Nivedita Jain SC AIR 1981	Complete relaxation of qualifying marks for SCs/STs for admission to medical courses is valid and does not violate either Article 14, 15(1), 15(2), or 15 (4).	Art 15(4)
Devdasan vs. Union of India SC AIR 1964	Carry forward rule invalid.	Art 16(4)

Trilokinath vs. State of J&K SC AIR 1967	Classification require two conditions: 1. Class must be backward. 2. Class is not adequately represented in govt. services. Second condition alone is not sufficient.	Art 16(4)
NM Thomas vs. State of Kerala SC AIR 1976	Reservation in promotions valid. Relaxation of time for passing a test for SC/ST is valid. 16(4) is not an exception to 16(1) and reservation can be done under 16(1) itself.	Art 16(4)
ABSK Union vs. Union of India SC AIR 1981	Carry forward rule valid. 50% is a guideline and reservation may exceed 50% but should not be excessive. 64.4% was not considered excessive.	Art 16(4)
Indra Sawhney vs. Union of India SC AIR 1993	<ul style="list-style-type: none"> <li>Caste can be a criterion for identification of backward classes. Economic condition need not be the only criterion.</li> <li>16(4) is not an exception to 16(1). Reservation is valid under 16(1) itself because of the doctrine of reasonable classification adopted by Art. 14. 16(4) is just an instance of classification.</li> <li>Classes mentioned in 16(4) are NOT same as in 15(4) but much wider. 15(4) == Socially and economically backward classes and SCs, STs. 16(4) == ANY backward class that is not adequately represented in govt. services.</li> <li>Creamy layer must be excluded.</li> <li>Backward and more backward – valid.</li> <li>Only economic criteria – not valid.</li> <li>Reservation cannot exceed 50%.</li> <li>Any new criteria must be discussed only in SC.</li> <li>Reservation in promotions – not valid. This was nullified by 77<sup>th</sup> amendment in 1995 that added clause 16 (4A), that allows reservation in promotions.</li> </ul>	Art 15 (4) and 16(4)

### Women

Air India vs. Nargis Meerza SC AIR 1981	See details in Constitutional Law.	Art 14
Randhir Singh vs. Union of India SC AIR 1982	Equal Pay for equal work. SC held that equality in wages is indeed a constitutional goal and is capable of being enforced through constitutional remedies given under Art 32.	Art. 14, 39(d)
Muller vs. State of Oregon US SC 1908	Muller was convicted of violating Oregon's labor laws restricting working hours of women. SC upheld the conviction on the grounds that women deserve preferential treatment (+ive sex discrimination).  "That woman's physical structure and the performance of maternal functions place her at a disadvantage in the struggle for subsistence is obvious. This is especially true when the burdens of motherhood are upon her. Even when they are not, by abundant testimony of the medical fraternity continuance for a long time on her feet at work, repeating this from day to day, tends to injurious effects upon the body, and as healthy mothers are essential to vigorous offspring, the physical well-being of woman becomes an object of public interest and care in order to preserve the strength and vigor of the race." 208 U.S. at 412	Art 15(3)
Yusuf Abul Aziz vs. State of Bombay SC AIR 1954	Section 497 of IPC that punishes only a man for adultery even if women is guilty of abetting the crime, is valid because it does not discriminate only on the basis of sex, which is prohibited by Art 15. Art 15(3) allows special provisions for women.	Art 15(3)
State of AP vs. PB Vijayakumar SC AIR 1995	SC held that the rule 22A introduced by AP govt. that reserves posts for women is valid. It held that art 15(3) is a recognition of the fact that women of this country have been for centuries socially and economically backward and so they are unable to participate in the socio-economic progress of the country on an equal footing. Thus, the making special provisions for women in employment is an integral aspect of 15(3) and there is no need for its explicit mention in art 16. The power inherent in art 15(3) is not whittled by art 16.	Art 16 (4) Does not prohibit reservation of posts for women
State of Maharashtra vs. Tukaram	A 16yr old tribal girl was raped by two constables in a police chowki	Art 21

(aka Mathura Rape Case) SC AIR 1974	in Chandrapur, Maharashtra, while her parents were waiting outside, unknowingly. SC acquitted the accused because of lack of evidence and proper laws. It held that since the girl did not raise any alarm nor were there any injury marks, it was not rape.  This prompted a change in the section 114(a) of Evidence Act in 1983 that states that if a woman says that she did not consent for intercourse then the court shall assume that she did not consent.	
Bodhisatva Gautam vs. Subhra Chakravarty SC AIR 1996	Interim compensation to rape victims. SC ordered 1000/-PM to rape victim as interim compensation until her charges of rape are decided in trial court.	Art 21 Compensation for violation of Art 21.
Vishaka vs. State of Raj. SC AIR 1997	PIL by social worker. Right to work with dignity. Prevention of sexual harassment at workplace. SC issued several guidelines.	Art 21
Shah Bano vs. Mohd. Ahmed Khan SC AIR 1986	Husband divorced wife under personal law. SC ordered maintenance to be paid under section 125 of CrPC, which applies to all irrespective of religion. However, Rajiv Gandhi govt. enacted Muslim Women (Protection of Rights of Divorce) Act, 1986 that allows a magistrate to direct her relatives who would inherit her property to pay for her maintenance after 3 months of iddat. If a woman has no relatives, WAQF board would pay.	Art 44 SC urges implementation of UCC.
Sarla Mudgal vs. Union of India SC AIR 1995	Husband changed religion only for second marriage. SC held that under HMA, 1955, marriage is void if a person has a spouse alive at the time of marriage. Thus, changing one's religion will not change application of law. Muslim law will apply only if the first marriage was performed under Muslim law.	Art 44 SC urges implementation of UCC.

### SC/ST and Other Cases

Devarajiah vs. Padmanna Mysore AIR 1958	"Untouchability" is not to be considered in a literal sense but to be understood as a practice that has evolved historically due to castism.	Art 17 Abolition of Untouchability.
Asiad Project Workers Case People's Union for Democratic Rights vs. Union of India SC AIR 1983	Rights under art. 17 are available against private individual as well and it is the duty of the state to ensure that these rights are not violated.	Art 17 Abolition of Untouchability.
State of Karnataka vs. Appa Balu Ingle SC AIR 1993	Respondents were tried for offences under section 4 and 7 of Protection of Civil Rights Act, 1955. They prevented a person from filling water from a bore well because he was untouchable. SC upheld the conviction.	Art 17 Abolition of Untouchability.
VV Giri vs. DS Dora SC AIR 1959	According to art 325, there is only one electoral roll and no person is ineligible only on the grounds of Caste, Race, Religion, or Sex. There is no separate electorate for SC and ST. So an SC or ST can contest in general category even though seats are reserved for them.	Art 325/330/332 Reservation of seats in Legislature for SC/ST.
Bhaiya Lal vs. Hari Krishan SC AIR 1965	To determine whether a particular tribe belongs to ST, one must see the notification issued by the president under art 340(1).	Art 340
St. Xavier College vs. State of Gujarat.	See details in Constitutional Law.	Art 29-30 Minority Rights
DAV College, Bhatinda vs. State of Punjab.	Punjab University mandated that the medium of education in all affiliated colleges must be Punjabi. SC held it to be invalid because the right of minority to establish and administer the educational institution includes medium of education as well.	Art 28
Unni Krishnan vs. State of AP SC AIR 1993	Right to education flows from right to life. Right to education for children up to 14 yrs of age is a fundamental right.	Art 21

### Hindu Law

Case Reference	Case Details	Topic
Rajothi vs. Selliah 1966 MLJ	Self Respector's Cult started a movement under which traditional ceremonies were substituted with simple ceremonies for marriage that did not involve Shastric rites. HC held that in modern times, no one is free to create a law or custom, since that is a function of legislature.	Custom Must be ancient.
Chitty vs. Chitty	A custom that permits divorce by mutual consent and by payment of	Custom

1894	expenses of marriage by one party to another is not immoral.	Must not be immoral
Gopikrishna vs. Mst Jagoo 1936	A custom that dissolves the marriage and permits a wife to remarry upon abandonment and desertion of husband is not immoral.	Custom Must not be immoral
Mathur vs. Esa	Custom among dancing women permitting them to adopt one or more girls has been held to be void.	Custom Must not be against public policy
Prakash vs. Parmeshwari	By law, it means, statutory law. Usually custom is proved by instances and one instance does not prove the custom.	Custom Must not be opposed to law. Proof of Custom.
Ujagar vs. Jeo 1959 SC	When a custom is repeatedly brought to the notice of court, the court may hold the custom proved without any necessity of fresh proof.	Proof of Custom
Mst Subbane vs. Nawab 1947 Lahore	Privy Council observed, "It is undoubted that a custom observed in a particular district derives its force from the fact that it has, from long usage, obtained in that district the force of law."	Local Custom
Soorendranath vs. Heeramonee	Privy Council in 1868 observed that customs binding only on the members of a family have been long recognized as Hindu Law.	Family Custom
Paras Diwan – Customary Law	Custom among Jats to marry brothers widow, among South Indians to marry sister's daughter, or to adopt daughter's or sister's son are caste or community customs.	Caste or Community Custom
Soorendranath vs. Heeramonee and Bikal vs. Manjura 1973 Patna	If a person migrates to another part, he carries with him his personal law. If it is alleged that he has become subject to the local law, then it must affirmatively proved that he had adopted the local law,	Lex Loci
Arjun Singh vs. Virendranath AIR 1971 Allahbad	If a person has a permanent residence in one state and if, the mere fact that he is living in another state due to employment would not amount to migration.	Lex Loci
Shastri vs. Muldas SC AIR 1966	Shastri of swaminarayan sect of satstangis wanted to prevent Muldas, a harijan, from entering their temple arguing that swaminarayan sect is not Hindu. Any sect whose philosophy is based on Vedas is Hindu sect. The philosophy of 'great world rhythm', cycles of construction and destruction, birth and rebirth are typical of Vedic philosophy.	Who is Hindu?
Peerumal vs. Poonuswamy SC AIR 1971	Any person, if after expressing his intention to become a Hindu expressly or impliedly, lives like a Hindu, and is accepted by the community in which he is ushered in, is a Hindu. If the intention is there, then lack of some formalities is no issue.	Who is Hindu?
Mohandas vs. Dewaswan Board Kerala HC 1975	If one declares that he is a Hindu with bona fide intentions, without any ulterior motive, he is a Hindu.	Who is Hindu?
Sapna vs. State of Kerala Kerala HC 1993	Person born to Hindu father and christian mother is a christian because he was raised as a christian.	Who is Hindu?
<b>Hindu Minority and Guardianship Act 1956</b>		
Lalita vs. Ganga Raj HC AIR 1973	Father's right to guardianship is subordinate to the welfare of the child.	Sec 6 Position of father
Githa Hariharan vs RBI SC AIR 1999	Mother was held to be the guardian when father was alive. "after" means "in absence" rather than "after life".	Sec 6 Position of father
Sheela vs Soli Bom HC 1981	Mother's right to guardianship is not lost upon conversion to another religion if she is able to provide proper care to the minor.	Sec 6 Position of mother
Kumar vs Chethana SC AIR 2004	Mother does not automatically lose the right to guardianship upon remarriage. Mother's remarriage is not a sufficient cause in itself to lose custody of a minor. Pleasure and convenience of the parents is totally immaterial.	Sec 6 Position of mother Sec 8 Custody of a minor
Manik Chandra vs. Ram Chandra SC AIR 1981	As per section 8, a natural guardian has wide powers to act under necessity or benefit of the minor regarding the immovable property. Since this is a subjective issue, SC decided that courts can give it a wider meaning.	Sec 8 - Power of a natural guardian Right to custody
Chakki vs. Ayyappan 1989 Ker	Held that a mother who says she will maintain relationship with other people and may even beget children from them is not suitable for custody of the child.	Sec 8 - Power of a natural guardian Right to custody
Poonam vs. Krishnalal AIR 1989	In the best interest of a minor, custody may even be given to a third person. In this case, it was given to the mother and the grandfather.	Sec 8 - Power of a natural guardian Right to custody
Hanuman Prasad vs. Babooee Mukharjee 1856	Old View – A de-facto guardian had right to alienate a minors interest in the minor's property for legal necessity or benefit of the minor. After HMGA 1956, a court's permission is required.	Sec 8 - Power of a natural guardian Right over Property

Vishambhar vs. Laxminarayana SC 2001	New View – Sale of minor's immovable property without court's permission is not void but voidable at the insistence of the minor. Sec 60 of the limitations act would be applicable if the minor repudiates the transaction.	Sec 8 - Power of a natural guardian Right over Property
Ashwini Kumar vs. Fulkumari Cal HC 1983	Alienation by de facto guardian is void, while alienation by legal guardian is voidable. Alienation by de facto and de jure guardian are voidable.	Sec 11 - De facto guardian not to deal with minor's property
<b>Hindu Adoption and Maintenance Act 1956 (Adoption)</b>		
Naidu vs. Naidu SC AIR 1970	The courts need not look into the motives of an adoption.	Adoption
Bhooloram vs. Ramlal MP HC 1989	If the consent of the wife who is living with the husband is taken but the wife not living with the husband is not taken, adoption is void.	Sec 7 - Capacity of Hindu Male
Vijayalakshmma vs. B T Shankar SC AIR 2001	Permission of co-widows is not required because a widow can adopt to herself on her own right.	Sec 8 - Capacity of Hindu Female
Dhanraj vs. Suraj SC 1981	Guardian means de facto and de jure. So a manager or secretary of an orphanage, or the person who brought the child, or the person in whose case the child is, has the right to give the child in adoption.	Sec 9 – Right to give
Sandhya Supriya Kulkarni vs. Union of India SC 1998	Personal laws do not fall under the ambit of part III of the constitution. So other conditions of adoption, even if they violate fundamental rights, can only be changed by the legislature.	Sec 11 - Other conditions
Sawan Ram vs. Kalawati SC AIR 1967	The concept of "relating back", which means that when a widow adopts a child the adoption is considered to be done from the date the husband died, has been abolished. However, in this case, SC has held that the deceased father is still considered the adoptive father.	Sec 12 - Effects of Adoption
Pentakota Satyanarayana vs. Petakota Seetharatham SC AIR 2005	No document. No muhurtam. No date of adoption. Alleged adoptive mother had not asked for maintenance of the child. So adoption could not be proved.	Sec 16 - Presumption of registered doc.
<b>Hindu Adoption and Maintenance Act 1956 (Maintenance)</b>		
Jayanti vs. Alamelu 1904	Maintenance of wife is a personal obligation. It exists irrespective of whether the husband has any property, self earned or inherited.	Sec 18(1)
Ekradeshwari vs. Homeshwar 1929 Privy Council	Privy council observed that maintenance depends on gathering of the complete facts of the situation, the amount of free estate, the past life of the married parties and the families, a survey of the conditions, necessities and rights of the members, on a reasonable view of change of circumstances. This principle has been quoted in several later cases across the courts in India.	Sec 23 - Amount of Maintenance
Mutyala vs. Mutyala 1962 AP HC	Amount of maintenance cannot be a matter of mathematical certainty.	Sec 23 - Amount of Maintenance Discretion of court
Kiran Bala vs. Bankim 1967 Cal HC	Held the following <ul style="list-style-type: none"> <li>• Court examined the position and status of the parties by looking at their means, earnings, and standard of living they were used to.</li> <li>• Since husband had another wife, the fact that the claimant was living separately could not go against her.</li> <li>• Reasonable wants of the claimant include food, shelter, clothing, and medical care.</li> </ul>	Sec 23 - Amount of Maintenance Status and Position Reasonable wants Separate Residence
Krishna vs. Daimati 1966 Orrisa HC	When a minor child is living with the mother, the necessities of the child are reasonable wants of the mother.	Sec 23 - Amount of Maintenance Reasonable wants
Kulbhushan vs. Raj Kumari	Wife was getting an allowance of 250/- PM from her father. This was not considered to be her income but only a bounty that she may or may not get. However, income from inherited property is counted as the claimant's earning.	Sec 23 - Amount of Maintenance Earnings and Income of the claimant
Raghunath vs. Dwarkabai 1941 Bom HC	Right of maintenance is a recurring right. Non payment of maintenance itself, prima facie, constitutes proof of wrongful withholding.	Sec 23 - Amount of Maintenance Arrears of Maintenance
<b>Hindu Adoption and Maintenance Act 1956 (Separate Residence of Wife)</b>		

Meera vs. Sukumar 1994 Madras HC	Willful neglect amounts to desertion and so wife is entitled to separate residence and maintenance.	HAMA Sec 18(2)
Ram Devi vs. Raja Ram 1963 Allahbad HC	Husband resented the presence of his wife, made her feel unwanted. This was held to be cruelty.	HAMA Sec 18(2)
Kalawati vs. Ratan 1960 Allahbad HC	It is not necessary that the second wife is living in the same house. To claim separate residence, only this required is that there is a second wife alive.	HAMA Sec 18(2)
Rajathi vs. Ganesan 1999 SC	Keeping or living with a concubine is extreme form of adultery. It is a valid ground for separate residence and maintenance.	HAMA Sec 18(2)
Kesharbai vs. Haribhan 1974 Mah. HC	All the grounds on which a court may deny husband's request of restitution of conjugal rights, are valid ground for separate residence and maintenance.	HAMA Sec 18(2)
Laxmi vs. Maheshwar 1985 Orrisa HC	If husband does not obey the order of restitution of conjugal rights, he is liable to pay for separate maintenance.	HAMA Sec 18(2)
Sobha vs. Bhim 1975 Orrisa HC	Merely the habit of drinking is not a sufficient ground for separate residence.	HAMA Sec 18(2)
Dattu vs. Tarabai 1985 Bombay HC	Merely cohabiting does not by itself terminate the order of separate residence passed under section 18(2). If the cause for the order still exists, the order stands.	HAMA Sec 18(3) When a wife is not eligible.
<b>Hindu Marriage Act 1955</b>		
Dr A N Mukherji vs. State 1969	Performed 3 marriages using 3 different ceremonies, which were not approved ceremonies. Could not be convicted of bigamy because none of the marriages was actually a marriage.	Sec 7 Importance of Ceremonies.
Kanwal Ram vs. H. P. 1966 SC	Offence of bigamy is committed only if essential ceremonies are performed.	Sec 5 (i) – Bigamy Marriage is Void
Priya vs. Suresh 1971 SC	Second marriage cannot be taken to be proved only by admission of the parties. Essential ceremonies and rites must be proved to have taken place.	Sec 5 (i) – Bigamy Marriage is Void
Alka vs. Abhinash 1991 MP	Sec 5(ii)(b) gives two conditions – misfit for marriage <b>and</b> misfit for procreation of children. MP HC held that the condition should be read as <b>and/or</b> instead of “and” for annulment.	Sec 5 (ii) b – Unsound Mind Sec 12(1) (ii) – Voidable In contravention of 5(ii)
Balakrishna vs. Lalitha 1984 AP	AP HC held that sec 5(ii) c does not mention “incurable” thus a recurring bout of insanity, irrespective of whether it is curable or not, is a valid ground for annulment.	Sec 5 (ii) c – Unsound Mind – Recurrent attacks of Insanity Sec 12(1) (ii) – Voidable In contravention of 5(ii)
Rabindra vs. Sita AIR 1986 Patna	Marriage performed in violation of age restrictions are valid.	Sec 5 (iii) – Age Marriage is Valid.
Samar vs. Snigdha 1977 Cal	Full and complete penetration (Vera copula) is an essential ingredient of ordinary intercourse though degree of satisfaction is immaterial.	Sec 12(1) (i) – Voidable Unable to consummate due to Impotency
Kanthy vs. Harry 1954	Unduly large male organ amounted to physical abnormality.	Sec 12(1) (i) – Voidable Physical Impotency
Laxmi vs. Babulal 1974	Wife had no vagina though after operation an artificial vagina was created. Held impotent.	Sec 12(1) (i) – Voidable Physical Impotency
Jagdish vs. Seela 1966	Immediately after marriage, husband lived with the wife for 3 nights and days in the same room but could not consummate. Held that it was because of incapacity, nervousness, or hysteria.	Sec 12(1) (i) – Voidable Mental Impotency
Shewanti vs. Bharua 1971	Wife was sterile and suffering from non-menses, though she was capable of normal sexual intercourse. Held not impotent because capacity to bear children is not impotence. Impotence only refers to sexual intercourse.	Sec 12(1) (i) – Voidable Incapacity to bear children is not a ground.
	See above.	Sec 12(1) (ii) – Voidable In contravention of 5(ii)
Rice vs. Rice	Marriage performed by threat of pistol. Voidable.	Sec 12 (1) (iii) – Voidable Force
Rama vs. Mohinder 1996	Wife hid the fact of pregnancy by caesarean before marriage. Held to be Fraud.	Sec 12 (1) (iii) – Voidable Fraud
Purbi vs. Basudeb 1969	Husband's pre marriage boasting of high prospects in life did not amount to fraud.	Sec 12 (1) (iii) – Voidable Fraud
Som Dutt vs. Raj Kumar	Wife concealed her age. She was 7 yrs senior to husband. Held fraud.	Sec 12 (1) (iii) – Voidable Fraud
Mahendra vs. Sushila 1965	Girl's admission to pre-marriage pregnancy while husband had no access to her prior marriage. Held voidable.	Sec 12 (1) (iv) – Voidable Pre pregnancy

Sudarsan vs State 1988	Children of void and annulled marriages are legitimate. However, this legitimacy is conferred only in cases when marriage is void on account of sec 11 and not if a marriage is void due to another reason such as lack of proper ceremonies.	Sec 16 – Effect of void and annulled marriages on children.
Veera Reddy vs. Kistamma	One instance of adultery is enough for divorce or judicial separation.	Sec13 (1) (i) – Adultery
Sanjukta vs. Laxmi	No need to prove adultery beyond reasonable doubt. Circumstantial evidence is enough.	Sec13 (1) (i) – Adultery
Dastane vs. Dastane 1970 Bom	Held that cruelty could be with words, gestures, or even with silence.	Sec13 (1) (i) – Cruelty
Russel vs. Russel 1897	General definition of Cruelty – Any action, omission, or conduct, that puts the other party in danger of life, limb, or health, or causes reasonable apprehension of such danger.	Sec13 (1) (i) – Cruelty Definition
Sayal vs. Sarla 1961 Punjab	Wife administered love potion to husband. Husband was hospitalized. Held to be cruelty even though she did not mean to hurt her husband because it caused reasonable apprehension of danger.	Sec13 (1) (i) – Cruelty Definition
GVN Kameshwara Rao vs. G Jalili 2002	SC held that it is not necessary that the act has caused a reasonable apprehension in the mind of petitioner. The emphasis will be on the act or conduct constituting cruelty. Social status, education must also be looked into to determine if an action amounts to cruelty.	Sec13 (1) (i) – Cruelty Definition
Jamieson vs. Jamieson 1952	If an action amounts to cruelty, intention of cruelty is not required.	Sec13 (1) (i) – Cruelty Intention
Williams vs. Williams 1963 Allahbad	Husband constantly accused wife of adultery. Husband was found to be insane. Held cruelty. Thus, it was finally accepted in India that intention of being cruel is not required.	Sec13 (1) (i) – Cruelty Intention
Bhagwat vs. Bhagwat 1976 Bombay	Husband tried to strangle wife's brother and his step daughter in a fit of insanity. Held cruelty against wife even though there was no intention to harm her. Insanity cannot be a defense against cruelty. Cruelty against his step daughter was held as cruelty against wife	Sec13 (1) (i) – Cruelty Intention Action need not be against petitioner.
Shyam Sunder vs. Santa Devi 1962	Wife was ill-treated by in-laws and husband did nothing. Held to be cruelty.	Sec13 (1) (i) – Cruelty Action need not be only of the respondent.
Gopal vs. Mithilesh 1979 Allahbad	Husband's neutrality over mother's nagging of wife was not held to be cruelty but normal wear and tear of married life.	Sec13 (1) (i) – Cruelty Action need not be only of the respondent.
Savitri vs. Mulchand 1987 Delhi	Mother and son acted in concert. Son squeezed father's testicles and forced him to do what they wanted him to do. Held cruelty of wife against husband.	Sec13 (1) (i) – Cruelty Cruelty by child
Kaushalya vs. Wasikhram 1962 Punjab	Husband beat his wife so much that she had to lodge complaint. Even though injuries were not serious and did not warrant medical treatment, it was held physical cruelty.	Sec13 (1) (i) – Cruelty Physical cruelty
Bhagat vs. Bhagat 1994 SC	Any action or conduct that causes or inflicts such severe mental pain and suffering that it is impossible to live with the person, it is mental cruelty. Suffering should be such that it cannot reasonably be expected for the couple to live together.	Sec13 (1) (i) – Cruelty Mental Cruelty
N Sreepadachanda vs. Vasantha 1970 Mysore	Wife routinely hurled abuses and quarreled for little or no reason. Husband became laughing stock of the locality. Held to be mental cruelty.	Sec13 (1) (i) – Cruelty Mental Cruelty
Saptami vs. Jagdish 1970 Calcutta	False accusations of adultery is mental cruelty.	Sec13 (1) (i) – Cruelty Mental Cruelty
Sobha vs. Madhukar 1988 SC	Constant demand for dowry by in laws is mental cruelty.	Sec13 (1) (i) – Cruelty Mental Cruelty
Jyotishchandra vs. Meera 1970	Husband was not interested in wife, he was cold, indifferent, sexually abnormal and perverse. Went to England. Then came back and sent wife to England for PhD. When wife came back, did not treat her well. Assaulted her and her father physically and verbally. Wife was forced to live separately. Held desertion by husband.	Sec 13 (1) (i) Physical & Mental Cruelty
Lachhman vs. Meena 1964	Wife had to live with joint family. She was from rich family so went back to parents and lived in various countries. Promised to come back but never did. Did not even come to see her child. Held Desertion.	Sec 13 (1) (i) – Desertion Actual Desertion
Jagannath vs. Krishna	Wife became brahmakumari and refused to perform marital obligations. Held desertion.	Sec 13 (1) (i) – Desertion Actual Desertion
Bipinchandra vs. Prabhavati SC1957	Husband went to England on business. Came back and alleged affair, which wife refuted. Wife went to parents for attending marriage. Husband prevented her from returning. Held Not desertion.	Sec 13 (1) (i) – Desertion Constructive Desertion
Sunil Kumar vs. Usha 1994	Wife left due to unpalatable atmosphere due to torture by in laws in husband's house. Held not desertion.	Sec 13 (1) (i) – Desertion Constructive Desertion

Jyotishchandra vs. Meera 1970	See above.	Sec 13 (1) (i) – Desertion Constructive Desertion.
Balihar vs Dhir Das 1979	Refusing to perform basic marital obligations such as denial of company or intercourse or denial to provide maintenance is willful neglect.	Sec 13 (1) (i) – Desertion Willful Neglect
Chandra vs. Saroj 1975	Forced Brahman wife to eat meat and drink alcohol. Wife left. Held not desertion because she had reasonable cause.	Sec 13 (1) (i) – Desertion Reasonability
Bhagwati vs. Sadhu Ram 1961	Wife was living separately on the account of a maintenance agreement with husband. Held not desertion because she was living separately by consent of husband.	Sec 13 (1) (i) – Desertion Desertion by consent.

## Law of Contracts

Case Reference	Case Details	Topic
Balfour vs. Balfour 1919	Husband promised to pay wife a weekly stipend. It was held not binding because there was no intention to contract.	Intention to Contract
Rose and Frank Co. vs. J R Crompton 1923	An elaborate agreement was drawn up between an American and an English firm. It specified that this agreement is not meant to create any legal obligations. The agreement was terminated by one party. The other party sued. Held that there was no intention to contract as specified in the agreement.	Intention to Contract

## Communication of Proposal, Acceptance, and their Revocation

Haji Mohd Ishaq vs. Mohd Iqbal 1978	Goods were dispatch by the plaintiff through a go-between man and the defendants also paid part of the cost. They were held to be liable for paying the balance because they accepted the offer by their actions.	Sec 3 – Comm. Accpt. & Revocation of Proposals Sec 9 - Promises can be express or implied. Communication of proposal and acceptance can be through actions.
Lalman vs. Gauridatta 1913	A businessman's child was lost and he sent his assistant to search for him. After the assistant was gone, the businessman made a public offer that whoever brings his child would get a reward. After that the assistant brought the child and claimed the reward. It was held that since the assistant did not know about the offer, he could not have accepted it and thus he was not eligible for the reward.	Sec 4 – Communication of proposal is complete when it comes to the knowledge of the person to whom it is made.
Adams vs. Lindsell 1818	Defendants sent an offer to sell wool by post. The plaintiff received the offer on 5 <sup>th</sup> and mailed an acceptance, which was received by the defendants on 9 <sup>th</sup> . However, the defendants had already sold the wool on 8 <sup>th</sup> upon not receiving the acceptance. It was held that the contract came into existence as soon as the acceptor mails the acceptance, and not when the offerer receives the acceptance. Otherwise, it will cause an infinite loop (ad infinitum) of acceptance and confirmation.	Sec 4 - Communication of acceptance is complete when it is put in transmission so as to be out of power of the acceptor.
Henthorn vs. Fraser 1862	An offer to sell a property was made to a person, who lived in another town. He posted an acceptance at 3.50 PM. However, the offerer had already mailed a revocation of the offer at 1PM, which reached the person at 5.30PM. Held that revocation was ineffective because the acceptance was already done against the offerer.	Sec 5 – A Proposal can be revoked anytime before communication of its acceptance is complete against the promisor.
Union of India vs Bhimsen Walaiti Ram SCC 1969	Defendant won an auction for a liquor shop and paid 1/6 of the cost upfront. However, the bid was supposed to be finalized by the financial commissioner, which he had not done. Meanwhile, the defendant failed to pay the remaining amount and the commissioner ordered a re-auction. In the re-auction, less money was realized and the plaintiff sued to recover the shortfall. Held that since the commissioner had not given is final approval for the bid, the communication of acceptance was not complete against the defendant, thus the defendant was free to revoke his proposal.	Sec 5 – An acceptance can be revoked anytime before its communication is complete against the acceptor.
	<ol style="list-style-type: none"> <li>By communication of notice of revocation.</li> <li>By lapse of time (or lapse of reasonable time if not time is specified in the proposal.)</li> <li>By failure to perform a condition precedent.</li> <li>By death or insanity of the proposer, if the fact of his death or insanity comes to the knowledge of the acceptor before acceptance.</li> </ol>	Sec 6 – Revocation how made.

Bhagvandas Goverdhandas Kedia vs Girdharilal Pursottamdas SC AIR 1966	A mere mental decision of the acceptance is not enough. It must be reflected through an act such as through speech, letter, etc.	Section 2 (b) When the party to whom offer is made, signifies his assent thereto, he accepts the offer.
Powel vs Lee 1908	A member of the appointment committee, in his personal capacity, informed that the plaintiff was appointed. However, later, the committee changed its decision. It was held that since no acceptance was given by the authorized person, there was no contract.	Section 2 (b)
Felthouse vs. Bindley 1863	The owner of the horse did not communicate his acceptance of his uncle's offer but only to his auctioneer, who mistakenly sold the horse to someone else. It was held that since the acceptance was not given to the promisor, there was no contract.	Section 2 (b)
Hyde vs. Wrench 1840	An offer to sell a farm for \$1000 was rejected by plaintiff who offered \$950 for it. This was turned down by the offerer. Plaintiff then agreed to pay \$1000. It was held that the defendant was not bound by any such acceptance.	Sec 7 – In order to convert a proposal into promise, the acceptance must be absolute and unqualified ...
State of Bihar vs. Bengal C&P Works SC AIR 1954	When an order for goods is sent, the mailing of goods itself is considered the acceptance of proposal. No further communication of acceptance is required.	Sec 7 - ... and be expressed in some usual and reasonable manner...
Elliason vs Henshaw 1819	The plaintiff sent the acceptance by mail instead of through the wagon that brought the offer, as prescribed by the offerer. The claim was rejected because acceptance must be in prescribed manner.  Situation is different in India. Sec 7 says - If the proposal prescribes a manner of acceptance, and if the acceptance is not made in that manner, proposer may insist that his proposal shall be acceptance in the prescribed manner, but if he fails to do so, he accepts the acceptance.	Sec 7 – Manner of acceptance.
Carlill vs. Carbolic Smoke Ball Co	See Below Offer was accepted by performing conditions given in the advertisement.	Sec 8 – Performance of the conditions of a proposal or the acceptance of any consideration for a reciprocal promise, is an acceptance of the proposal.
Harvey vs. Facie 1893	Plaintiff telegraphed, "will you sell bumper hall pen?" Telegraph lowest price." Defendants telegraphed back with "Lowest price #900" but then refused to sell it at that price. Defendants were not held liable because just by quoting the price they had not made any offer.	Offer and Invitation for offer
Pharmaceutical Soc. Of GB vs. Boots Cash Chemists Ltd. 1952	Display of goods is merely an invitation to proposals even if it is a self service shop.	Offer and Invitation for offer
M C Pherson vs. Appanna 1951	Proposal to buy property at 6000/- was replied with, " won't accept less than 10000". This was not considered a proposal but an invitation to proposal.	Offer and Invitation for offer
Carlill vs. Carbolic Smoke Ball Company 1893	The company advertised that it will pay \$100 to anyone who uses their product and still caught influenza and that they have deposited \$1000 in the bank for this purpose. The plaintiff claimed the offer. The company's grounds were: <ul style="list-style-type: none"> <li>• The offer was not for any one in particular.</li> <li>• There was no intention to contract.</li> </ul> Their arguments were rejected because a general offer could be accepted by anybody and \$1000 deposit implied that they had intention to contract.	General Offer

### Competency to Contract

Mohoribee vs. Dharmodas Ghosh Privy Council 1903	Contract with a minor is void ab initio. Minor mortgaged his house and received some money in advance.	Section 11 Competent to Contract -
---	---	---------------------------------------

	Later, the minor applied to cancel the contract because he was minor. The money lender only asked for returning the advance under section 64 or 65 of contract act. But was denied because these sections apply only for voidable contract. Here, there was no contract at all. A relief under sec 41 of Specific relief act could be granted only if justice required it. Here, since money lender knew about the age, justice did not require it.	Minority
Mir Sarvarjan vs. Fakhruddin Mohd. Chaudhary 1912	A contract to purchase a property was done on behalf for minor by the guardian. It was held that the minor cannot sue to recover possession.	Section 11
Srikakulam Subramanyam vs. Kurra Subha Rao 1949	Sale of inherited property of a minor to pay off inherited debts by the guardian was held valid.	Section 11
Jennings vs. Rundall 1799	Minor hired a horse for short distance but rode it for long distance. The horse was injured. Minor was not held liable.	Section 11 – No liability in tort or in contract arising out of a contract.
Hari Mohan vs. Dulu Mia 1934 Calcutta	Minor was not held liable in tort for money lent on bond.	Section 11
Burnard vs. Haggis 1863	Minor borrowed a horse and gave it to a friend who jumped it. Horse died. Minor was held liable in tort because there was no contract.	Section 11
Leslie vs. Sheill	Money Lenders could not recover 400 pounds lent to a minor, who took it by misrepresenting his age. This was followed in Mohoribibee case.	Section 11 Doctrine of Restitution
Ulfat Rai vs. Gauri Shankar 1911	A minor can sue to recover possession of a house for which he had already paid.	Section 11 Beneficial Contracts
Raj Rani vs. Prem Adib 1949	Film producer entered into a contract with the father of a girl to give the girl a role in his movie. Later on he refused. It was held that either minor nor her father could sue because the minor could not be forced to give consideration and the father had not given any consideration for the promise.	Section 11 Beneficial Contracts
Inder Singh vs. Parmeshwardhari Singh Patna HC 1957	A land worth 25000Rs was sold for only 7000Rs. Mother claimed that the son was an idiot and did not understand the implications. The sale was held <b>void</b> .	Section 12 Competent to Contract- Unsoundness of mind.

### Coercion, Undue Influence, Fraud, Misrepresentation, Mistake

Chikham Amiraju vs. Chikham Seshamma Madras HC 1912	A Hindu threatened to commit suicide to induce his wife and son to sign release of property document in favor of his brother.	Sec 15 – Coercion
Askari Mirza vs. Bibi Jai Kishori 1912	Threatening a criminal prosecution is not coercion per se. But threatening to file a false charge is coercion.	Sec 15 – Coercion
Astley vs. Reynolds 1721	A person pledged his plate for \$10 but when he went to take it back, the lender asked for \$10 more for interest. He paid but later on sue to recover \$10. Held coercion.	Sec 15 – Coercion Detention of property.
Andhra Sugar vs. State of AP 1968	A sugar factory was bound to receive sugarcane offered by a farmer. Held not coercion. Statutory requirement is not coercion.	Sec 15 – Coercion
Mannu Singh vs. Umadat Pandey Allahbad HC 1890	Devotee gave up all his property to his guru.	Sec 16 – Undue Influence Ability to dominate will.
Williams vs. Baylex 1866	Father was afraid of bank manager filing charges against son. So he mortgaged his house on unfavorable terms. Held undue influence.	Sec 16 – Undue Influence Parties on unequal footing.
Ranee Annapurni vs. Swaminatha 1910	A poor widow desperately needed money to fight case for maintenance. Moneylender gave money on 100% interest rate. Held undue influence.	Sec 16 – Undue Influence Mental Distress.
Lancashire Loans Ltd. vs. Black 1934	A daughter gave a surety for a loan taken by mother. Held that a daughter may not be independent and may be under the influence of the mother.	Sec 16 – Undue Influence Presumption of undue influence.
Wajid Khan vs. Ewaz Ali Khan 1891	An illiterate woman conferred upon her manager a big pecuniary benefit for very less valuable consideration under the guise of a trust.	Sec 16 – Undue Influence Unconscionable Bargain
Lloyd's Bank vs. Bundy	A farmer pledged his only farmhouse to secure loan for his businessman son. Later bank tried to take possession of the house. Held that the contract may have been influenced by undue influence.	Sec 16 – Undue Influence Inequality in Bargaining Power
Ismail vs. Amir Bibi 1902	For a contract with a pardanashen woman to be deemed induced by undue influence, the woman should be completely secluded from the society. A lady who stood as witness, put tenants, collected rents in respect of her house, was held not a pardanashen woman.	Sec 16 – Undue Influence Contract with pardanashen woman

Derry vs. Peek 1889	Company's prospectus said that they had been authorized by a special act of parliament to run steam trams. However, the permission was subject to approval of Board of Trade, which was not mentioned. The permission was later denied and the company wound up. Since they honestly believed that once parliament gave consent, the board of trade would give the permission too, they were not held to be liable for fraud.	Sec 17 - Fraud Suggestion of a Fact.  Intention is required.
B R Chaudhry vs. IOC SC 2004	A dealer concealed previous employment with govt to get dealership. Held fraud.	Sec 17 – Fraud Act. Concealment
Sri Krishan vs. Univ of Kurukshetra SC AIR 1976	Student did not disclose that he was short of attendance. He was not held liable because it was the duty of the university to scrutinize the forms and ask for more information if in doubt.  Mere silence is not fraud.	Sec 17 - Fraud Passive Concealment
DDA vs. Skipper Construction Co. SC 2000	A builder got deposits from more number of people that there were flats. He knew that he couldn't fulfill the promise of giving a flat to everyone. Held as fraud and was ordered to pay deposit back with interest.	Sec 17 – Fraud Making a promise without intention to perform.
Ningawwa vs. Byrappa 1968	Husband got his illiterate wife to sign papers by telling her that he was mortgaging two of her lands but in reality he mortgaged four. Was held as fraud.	Sec 17 – Fraud Any act fitted to deceive.
Oceanic Steam Navigation vs. Soonderdas Dharmasey. Bom HC 1980.	Ship was claimed to be of 2800 tonnage, but turned out to be more than 3000 tonnage.	Sec 18 – Misrep. Unwarranted Statements
Thake vs. Maurice 1986	Failed vasectomy, wife became pregnant. Was not informed of the risk of failure.	Sec 18 - Misrep. Breach of duty
Farrand vs. Lazarus 2002	Dealer did not disclose true mileage of the car and put a disclaimer that odometer could be incorrect. In reality, odometer was very wrong, and thus disclaimer was a grossly misleading.	Sec 18 – Misrepresentation Inducing mistake about subject matter
R vs. Kysant 1932	Company prospectus said that company was regularly paying dividends, which implied that it was making profit. However, it did not say that company was making losses and dividends were being paid from war time accumulated profits.	Sec 18 – Misrep. Suppression of material & vital facts
Bisset vs. Wilkinson 1927	Seller of the land expressed an opinion that the land was good for 200 sheep. But it turned out that the land was not suitable for sheep farming at all. Held not misrepresentation.	Sec 18 – Misrep. Expressing opinion.
Cundy vs. Lindsay 1878	Plaintiffs received an order from a fraudulent man named Blenkarn. A reputed firm by the name of Blankiron also existed nearby. The plaintiff supplied the goods on the name of Blankiron to the address mentioned on the order, which were received by Blenkarn. Blenkarn then sold the goods to the defendants. Plaintiff sued the defendants. It was held that the plaintiffs never intended to contract with Blankarn and thus, there was no contract between the plaintiff and Blankarn. Thus, Blankarn did not own the title to the goods and had no right to sell them to the defendants. Defendants were thus liable to pay the value of the goods to plaintiffs.	Sec 20 – Mistake What constitutes Essential Fact? Identity of the parties.  Mistake of Identity caused by Fraud.
Said vs. Butt 1920	Tickets to a show were bought by a person for his friend. However, later the manager did not allow the friend to enter the theater. Held valid because there was no contract between the theater manager and the friend.	Sec 20 – Mistake Identity of the parties.
Raffles vs. Wichelhaus 1864	Plaintiff and Defendants had different ships having same name "Peerless" in mind while entering the contract. Held that there was no consensus ad idem and therefore no valid contract.	Sec 20 – Mistake Identity/nature of subject matter. Different subject matters in mind.
Smith vs. Hughes 1871	A person wanted to buy old oats for his horse. Seller showed the oats but said nothing about the age. Buyer accepted the sample and ordered. Later on the buyer refused the order saying that the oats were new. Held the buyer liable.	Sec 20 – Mistake Identity/nature of subject matter. Quality of the subject matter.
Sarat Chandra vs. Kanailal AIR 1929	A gift deed was signed under the impression that it was only a power of attorney. Held that the agreement is void.	Sec 20 – Mistake Nature of promise.

## Consideration

Koteswar Vittal Kamath vs. K Rangappa Baliga 1969 SC	Sale of liquor without license is void. Money paid is not recoverable.	Sec 23 - Unlawful Consideration Prohibited by law
Mannalal Khetan vs. Kedar Nath 1977 SC	If the intention of the law is to forbid something in public interest, an agreement that contravenes it, is void. However, if the intention is to merely regulate something, the contract may not be void even if the parties have to pay a penalty.	Sec 23 - Unlawful Consideration Prohibited by law
Fateh Singh vs. Sanwal Singh 1878	An accused was required to put a surety of 5000/- for good behavior. He deposited the money with defendant and asked the defendant to become surety. After the period of surety, the accused sued to recover the deposit. Agreement was held void.	Sec 23 - Unlawful Consideration Defeats provision of law
Regazzoni vs. K C Sethia 1956 SC	Two parties made an agreement that one will supply jute to another in an African country so that it can then be resold in another country to which export of jute bags was prohibited. One party sued the other for breach of contract. Held Void.	Sec 23 - Unlawful Consideration Defeats provision of law
Scott vs. Brown Doering McNab and Co 1891	A trader asked the broker to purchase a stock of a company at a premium to create an impression in people that the company was worth paying a premium. Later he discovered that the broker sold his own shares to him. The trader sued to revert the transaction. Held void because it was done to defraud people.	Sec 23 - Unlawful Consideration Fraudulent
Ram Sarup vs. Bansai Mandar 1915	An agreement said that a person would work for another person for two years for borrowing 100/-. In case of default, he was to pay an exorbitant interest and principal at once. This was held indistinguishable from bonded labor and this was injurious to person. Held void.	Sec 23 - Unlawful Consideration Injurious to person
Alice Marry Hill vs. William Clark 1905	Adultery involving a married person is not only immoral but illegal and any contract or promise related to that cannot be enforced.	Sec 23 - Unlawful Consideration Immoral
Ratanchand Hirachand vs. Askar Navaz Jung 1976	J Reddy of AP HC observed, "The twin touchstones of public policy are advancement of public good and prevention of public mischief and these are to be decided by the judges not as a men of legal learning but as experienced and enlightened members of the society."	Sec 23 - Unlawful Consideration Against public policy.
Debi Radha Rani vs. Ram Dass 1941	Forbearance to sue is a valid consideration.	Sec 25
Ramchandra Chintaman vs. Kalu Raju 1877	A lawyer was promised additional sum if he won the case. The promise was held non binding because he was under contractual obligation to do his best to win the case.	Sec 25 Performance of contractual obligation is no consideration.
Shadwell vs. Shadwell 1860	An uncle was held to be liable to pay annuity that he had promised to his nephew upon the nephew's marriage to a girl.	Sec 25 Contractual obligation to third party is valid consideration.
Rajlukhy Dabee vs. Bhootnath Mookherji 1900	Husband agreed to pay wife for maintenance and separate residence. The agreement noted that there were quarrels among them. Court found no "love and affection" between them and held the agreement void for want of consideration.	Sec 25 (1) – Love and Affection.
Bhiwa vs. Shivram 1899	A brother gave half of his property by an agreement in writing. Court observed that he did this to be able to reconcile with his brother. there was natural love and affection so the contract is valid.	Sec 25 (1) – Love and Affection.
	Covered by section 25(2) – if it is a Promise to compensate, wholly or in part, a person who has voluntarily done something for the promisor, or something which the promisor was legally compellable to do, such a contract is not void for want of consideration.	Sec 25 (2) - Past voluntary service = Past Consideration.
Sindha Sri Ganpatsingji vs. Abraham 1896	Every act done at request implies a promise to pay. Thus, services rendered to a minor, which were continued after his majority upon his request, were held valid consideration for his promise to pay.  In English law, as held in the case of Limpleigh vs. Braithwaite, a past service done at request is a valid consideration but promise to pay for a past service that was done when no promise existed, is void for want of consideration. This is opposed to sec 25(2).	Sec 25 (2) - Past service at Request = Past Consideration.
Haigh vs. Brooks 1839	A promise to pay some bills if the promisee handed over a document, which turned out to be worthless, was held valid. It is not for the court to decide whether the value of the consideration is sufficient for the promise, but only that the consideration is of some value.	Sec 25 – Consideration must be of some value ...
	Explanation to Sec 25 says that A sells a house worth 1000 to B for 10. A's consent was freely obtained. This is valid contract. However, lack of adequate consideration may be a ground for determining whether the consent was free or not.	Sec 25 - ...but may not be adequate.

De La Bere vs. Pearson 1908	Newspaper offered financial advice. A person followed it and lost money. Held that there was sufficient consideration for the offer of advice.	Sec 25 - ...but may not be adequate.
Durga Prasad vs. Baldeo 1880	Plaintiff built shops on the desire of the collector. Defendant, shopkeepers, promised to pay a percentage of sales. Their promise was held without consideration and thus non-binding.	Sec 2(d), 25
Kedar Nath vs. Gauri Mohd. 1886	Defendant pledged 100Rs for the construction of town hall. Plaintiff started construction. Defendant was held liable to pay.	Sec 2(d), 25
Tweddle vs. Atkinson 1861	G and plaintiff's father had agreed to pay a sum of money to plaintiff upon plaintiff's marriage to G's daughter. G failed to pay. Plaintiff sued. G was held NOT liable.  British law on Privity of consideration and Privity of Contract: 1. Consideration must move from promisee to promisor. 2. Only a party to a contract can sue for execution.	Sec 2(d), 25
Chinnaya vs. Ramaya 1882	An old lady gifted her property to her daughter. The daughter had promised to pay an annuity to the plaintiff, who was the sister of the old lady. The daughter was held liable to pay. Consideration can be given by any body.	Sec 25 Privity of consideration.
M C Chacko vs. State Bank of Travancore 1969 SCC	SC followed the principle in Tweddle and Atkinson and held that since SBT was not a party to the contract between the father and the son, it could not sue for its performance.	Sec 25 Privity of Contract
Khwaja Mohd. Khan vs. Hussaini Begum 1910	Privy council observed that due to the cultural aspect in communities of India, it would amount to injustice if the common law doctrine was applied to agreements and arrangement of marriage and family matters. A beneficiary of a trust created by an agreement has the right to sue for its performance.	Sec 25 Exception to Privity of Contract Trust or Charge
Rana Uma Nath Bakhs Singh vs. Jung Bahadur 1938	Father gave the property to the son with a promise that son will give one village and annuity to another illegitimate son. Illegitimate son sued and succeeded.	Sec 25 Exception to Privity of Contract Trust or Charge
Daropti vs. Jaspat Rai 1905	Husband promised to father that he will pay for separate residence of daughter. Daughter sued and won.	Sec 25 Exception to Privity of Contract Marriage, Partition, or family matters.
Devraj Urs vs. Ram Krishnaiya AIR 1952	When by the terms of a contract a payment is to be made by a party to a third person and the party acknowledges this to the third person, a liability is incurred towards the party to pay.	Sec 25 Exception to Privity of Contract Acknowledgement or Estoppel
<b>Void Agreements – Trade and Wagering</b>		
Mahbub Chander vs. Raj Kumar 1874	Two shopkeepers had shops in same locality. One agreed to pay the second one to close his shop. The second shopkeeper closed the shop but the first shopkeeper refused to pay, Agreement was held void.	Sec 27 Agreement in Restraint of Trade, void.
Nordenfelt vs. Maxim Nordenfelt Gun Co. 1894	Inventor sold the goodwill of a gun company to a buyer. The agreement was – 1. Seller will not practice the same trade for 25 2. Seller will not do any business that will compete with the business carried on by the buyer at that time. It was held that the first part is valid because it is reasonable but the second part is invalid because it is unreasonable restriction on trade.	Sec 27 Agreement in Restraint of Trade, void.
Mohd. Isack vs. Daddapaneni 1946	Agreement was that one person would pay another to not respond to a tender floated by postal service. The person got the contract as a result and refused to pay. Held Valid.	Sec 27 Collusion between bidders and tenderers is valid.
Vidya Wati vs. Hans Raj 1993	Lessor can put restriction on what kind of business or trade can be done on his property. This is not held to be a restriction but an opening for a specific business.	Sec 27 Right of a lessor.
Korus Mfg. Vs. Koluk Mfg. 1959	Two companies entered into an agreement to not employ any person who has worked in each other's companies in past 5 years. Held invalid. Trade combinations are permitted to regulate business such as hours of opening or closing that marginally infringe upon trade but they cannot put restrictions on employment in the guise of regulation.	Sec 27 Trade Combinations.
Niranjan Sankar Golkari vs. Century Spinning and Mfg. Co.	A foreign company collaborated with Indian company on the condition that its trade secrets will be protected. An employee was restricted to	Sec 27 Trade Secrets – Restraint

1976	work for a competing company for 5 years. Held Valid.	upon employees.
Carlill vs. Carbolic Smoke Ball Co. 1892	Held that a wager contract is one in which parties professing opposing views on the result of an uncertain event, mutually agree that depending on the outcome of such event, one will pay or hand over to the other a sum of money or other stake. Neither party has any other interest in the event other than their stake that they may lose or win. Identified essential conditions of a wagering agreement – 1. Event must be uncertain. 2. Parties have no control on the outcome. 3. Each party must either win or lose depending on the outcome. 4. There should be no other consideration other than the stake.	Sec 30 Agreement by way of wager is void.
Babasaheb vs. Rajaram 1940	Two wrestlers agreed that if one fails to appear in a fight he will pay 500/- to the other and the winner will take 1125/- of the gate money. Held valid.	Sec 30 – Each party must either win or lose.
Kong Yee Lone vs Lowjee Namjee 1901	A trader promising to deliver 199000 bags of rice while he had no such capacity was held a wagering agreement.	Sec 30 Speculative Transactions
Gherulal Parekh vs. Mahadeodas Maiyaa 1959	A partnership to participate in wagering contracts is not illegal. A partner can sue other partners to pay for proportional money to cover losses in wagering agreements.	Sec 30 Collateral Transaction
Moore vs. Elphic 1945	Literary competitions which involve skills and an effort is made to select best performance is not wagering.	Sec 30 Exception - Game of Skills.

### Standard Form Contracts

L' Estrange vs. Graucob Ltd. 1934	Mrs. L signed an agreement without reading for buying a cigarette vending machine. The agreement contained exemption from any liability. The supplier had made no attempt to bring this sweeping clause to the notice of the customer. The machine completely failed to work. However, the court was constrained to hold that the customer was bound by the contract irrespective of whether he has read it or not.	
Henderson vs. Stevenson	A steamer ticket carried a term on the back side that the company will not be held liable for any damage for luggage. It was held that since there can be no reasonable hint that any terms were written on the back side, the customer had no knowledge of them and thus he could not have accepted them.	Reasonable notice of terms.
Sugar vs. London 1941	A notice will be called sufficient only if it will convey to the people in general that the ticket contains sufficient. Thus, a notice that was obliterated by a date stamp was held not valid. Notice in any language is valid.	Reasonable notice of terms.
Olley vs. Marlborough 1949	A man booked a hotel by phone. When he reached the hotel, he saw the notice waiving liability for theft, displayed on the room. However, it was held that since the notice was not given at time of contract, the hotel was liable for theft. Similarly, any terms must be displayed before a vending machine prints out and delivers a ticket.	Notice must be contemporaneous with the contract.
B V Nagaraju vs. Oriental Insurance Co. 1996 SCC	SC explained the theory of fundamental breach in this case. Even when adequate notices and conditions have been displayed and agreed upon, a party imposing them may not rely on them if he has committed a breach of contract that is fundamental to the contract. Every contract contains a core or fundamental obligation which must be performed. If this obligation is not performed, no exemption clause can come to the rescue.	Theory of fundamental breach.
Alexander vs. Railway Executive 1951	A parcel was delivered to a friend of the actual consignee. This was held a fundamental breach and the company was held liable even though they had a clause claiming no liability for lost or damaged articles.	Theory of fundamental breach.
United India Insurance vs. Pushpalaya Printers 2004	Where words of an exemption clause have wider as well as a narrower meaning, the one that is favorable for the weaker party will be chosen. Thus, the rule of contra proferentem will be used, which means, when a statement is ambiguous, it will be read against the party who wrote it.	Strict Construction
White vs. John Warwick & Co. 1953	The plaintiff hired a bicycle. The defendants agreed to maintain it in good condition however, included a clause that exempted them from personal injuries. However, while riding, the saddle tilted forward and the rider was injured. It was held that even though the defendants had exempted themselves from the liability in contract, they were still liable for their negligence. However, even liability in torts can be exempted by putting a clause explicitly. Such clauses are now invalid because of Unfair Trade Practices Act.	Liability in Tort
Lily White vs. Mannuswamy 1966	An exemption clause of a laundry said that the laundry will be liable only for 15% of the price of the garment that is damaged or lost. This was held to be unreasonable	Unreasonable Terms

	because if permitted, the laundry could get new clothes for 15% of the price, which would be against public interest. Thus, if an exemption clause defeats the purpose of a contract, it is unreasonable and is thus invalid.	
Haseldine vs. C A Daw and Son Ltd. 1941	A lift contractor was maintaining a lift for a building. He was held liable for an injury to a third person even though he had an exempt clause with the owner of the building. This is because, a contract is between two parties. Its terms do not apply to the third party.	Exemption clauses and third parties.
Adler vs. Dickenson	A passenger can sue the employee of a company for his negligence even though the company is exempt from such liability. Just as third parties is not affected by a contract, so also a third party cannot take advantage of the terms in a contract.	Exemption clauses and third parties.

### Specific Performance of a Contract (SRA 1963)

Nivarti Govind Ingle vs. RB Patil 1997	A woman took a loan from a relative and executed a deed of sale in favor of the relative's minor son with an agreement of reconveyance at the repayment of loan. This contract was held to be specifically enforceable. The relative had sold the property off to a buyer. This decree was allowed to be enforced against such buyer also.	Sec 10
M S Madhusoodhanan vs. Kerala Kaumudi Pvt. Ltd. 2003 SCC	Shares of a private company were held to be goods of such a nature as are not easily obtainable in the market. Thus, SC allowed specific performance to be granted in such cases.	Sec 10
Meenakshisundara vs. Rathnasami 1918	When a loan has already been advanced on the understanding that a security will be provided against it, this can be specifically enforced.	Sec 14(1) (a) When money is adequate compensation.
Pearlite Liners Pvt. Ltd. vs. Manorama Sirsi 2004	A contract for employment cannot be specifically enforced because it involves personal service.	Sec 14(1) (a) Personal service/skills, volition, too complex.
Indian Oil Corp. vs Amritsar Gas Agency 1991 SCC	A contract for distributorship cannot be specifically enforced.	Sec 14(1) (c) When a contract is determinable.
Reyner vs. Stone 1792	A tenant's undertaking to cultivate a farm in a specific way was held to be not specifically enforceable.	Sec 14(1) (d) When a contract is of continuous nature and court cannot supervise.
Manzoor Ahmed Magray vs. Ghulam Hasan Aram 1999	Plaintiff was ready, willing, and able to perform his part of the agreement for the sale of an orchard. Held that plaintiff was entitled to specific performance despite the existence of a penalty clause providing for the paying of 10000/- by the party violating the contract.	Sec 23 Existence of liquidation of damages clause is no bar to specific performance if the intention of the penalty was to prevent violation.

### Labor Laws

Case Reference	Case Details	Topic
<b>Factories Act 1948</b>		
State of Bombay vs. Ali Saheb Kashim Tamboli Bom1955	Bidi making is Manufacturing Process. 1955 Wages not necessary for being a worker. 1955	Sec 2(k) - Manu Process Sec 2(l) - Worker
Shankar Balaji vs. State of Maharashtra AIR 1962 SC	Not a worker because - no agreement of contract, no fixed time for work, work from home any time, leave any time. Only adherence to bidi specs is no issue.	Sec 2(l) - Worker
State of Bombay vs. Ardeshir Hormosji Bhiwandiwala Bom 1956	Salt Making is a Manufacturing Process. 1963 Land used for making salt is factory. 1956	Sec 2(k) - Manu Process Sec 2(m) - Factory
Pragnarain vs. Crown Lah 1928	Factory means premises where anything towards making or finishing of an article is done up to a stage when it is ready for sale or is in suitable condition to be put in market.	Sec 2(m) - Factory
State of Gujarat vs. Jethalal AIR 1964 SC	That someone without the approval or knowledge of the occupier has removed a safety mechanism, is no defense.	Sec 21 – Fencing of machinery.
Finch vs. Telegraph Construction and Maintenance Co. Ltd. 1949	Only hanging of goggles is not enough but the workers must be informed of their whereabouts.	Sec 35 - Protection to eyes
Bengal Water Proof Workers vs. State of	Held that the liability of a company is only to set up a canteen	Sec 46 - Canteen

West Bengal 1970	so that workers can take advantage of it. The terms and conditions of service of the staff of the canteen do not come under that liability.	
<b>Workmen's Compensation Act 1923</b>		
New India Insurance Co vs. Man Singh 1984	Dependants in three categories are not mutually exclusive and can claim compensation simultaneously.	Sec 2 (1) d Dependent
Ramji vs. Lalit Kumar Bardiya AIR 1995 MP	Parents of a workman living in a joint family are dependent on his earnings even if the workman could not contribute to the family fund due to lack of payment by the workman's employer.	Sec 2 (1) d Dependent
M/s JC Mills vs. Deshraj AIR 1952 MP	Paid leave is not part of wages unless the contract of employment specifically says that paid leave can be in cashed if not taken.	Sec 2 (1) m Wages
Maharashtra Sugar Mills vs. Ashru Jaiwant AIR 1966 SC	Bonus is part of wages.	Sec 2 (1) m Wages
Narayanan vs. Southern Railway Kerala 1980	A porter though not an employee is still a worker because of badge, following directions of railway authorities, etc.	Sec 2 (1) n Worker
Hastimal vs. Arjunan Madras 1993.	Working for 24 days/mo for daily wages is worker.	Sec 2 (1) n Worker
Indian News Chronicle vs. Mrs. Lazarus Punjab AIR 1961	Injury need not only be physical. Pneumonia caused due to change in temperature is also injury because of job.	Sec 3 Employer's Liability
Trustees, Port of Bomaby vs. Yamunabai AIR 1952 Bom	A workman was injured due to a bomb placed in the premises by somebody. Injury was held to be arising out of employment.	WCA 1923 Sec 3 Arising out of
State of Raj vs. Ram Prasad 2001 SC	Worker died due lightning. SC held that since the workman was exposed to lightning only because of the job, employer is liable to pay compensation.	Sec 3 Arising out of
RB Moondra vs. Mst Bhanwari AIR 1970 Raj	Worker entered a petrol tank to check for leaks. Hi lit a match, got burnt, and died. HC held that he had not reason to believe that there was any additional risk because the tank was partially filled with water. So the accident was in the course of employment.	Sec 3 In due course of employment.
Sunil Industries vs. Ram Chander Pradhan SC 2001	It is not necessary for a worker to be working in a factory for claiming compensation.	Sec 3 Notional Extension of Employer's Premises
St Helen's Colliery Ltd. vs. Hewlston 1924 House of Lords	The worker was not obligated to use employer's special train to come to work so it was held that accident occurring on the train is not arising in due course of employment.	WCA 1923 Sec 3 Notional Extension of Employer's Premises
Varadarajulu vs. Masaya Boyan AIR 1953 Mad	The worker had only one option to come to work and that was through employer's lorry. So it was held that accident happened while the worker was in the lorry, was an accident arising in the course of employment.	Sec 3 Notional Extension of Employer's Premises
Arya Muni vs Union of India 1965	A workman lost is right eye due to an accident. The employer claimed that there were instructions to use goggles but the worker did not use them. However, it was held that since the worker did not know English, it cannot be said that he understood the message. Also, while the worker was aware of goggles that did not mean that he understood that they were mandatory. The supervisor also did not tell him so. Thus, the employer was liable to pay compensation.	Sec 3 Willful disobedience of orders and safety devices.
Padma Debi vs. Raghunath AIR 1950 Orrisa	Once it has been settled that an accident occurred without and premeditation or design and in the course of employment, the question of negligence of the workman is irrelevant.	Sec 3 Neglect of Worker
Roshan Deen vs. Preeti Lal AIR 2002 SC	An agreement to reduce or avoid compensation is void.	Sec 3
Hyderabad Asbestos vs. ESI Court SC AIR 1978	The term employee is wide enough to included anybody who works for the factory directly or indirectly.	ESIA 1948
<b>Trade Unions Act 1926</b>		
House of Lords	Association of publishers, authors, and other copyright owners with an objective to protect their copyright material is not a trade union because its object does not fall under the objectives of a trade unions – regulate the relationship	Sec 2(h) - Def. Of TU Objective

	between employee-employee, employee-employer, or employer-employer.	
TamilNadu NGO Union vs. Registrar of Trade Unions AIR 1962 Madras	An association of sub-magistrates of judiciary, tahsildars, officers in-charge of treasuries, officers of civil court establishment etc. is not a trade union because these persons were engaged in the sovereign and regal aspect of the govt. which were its inalienable functions.	Sec 2(h) - Def. Of TU Restrictive Conditions
GTRTCS and Officer's Association, Bangalore and others vs. Asst. Labor Commissioner, Deputy Registrar and others AIR 2002 Karnataka	Registration was denied because the members did not satisfy the definition of workmen under Industrial Disputes Act. SC held that the meaning of word workman in Trade Union Act is a lot wider and that the emphasis is on the objectives of the association rather than the work and so it held that the association was a trade union.	Sec 2(h) - Def. Of TU Workmen
Workers of B & C Co. vs. Labor Commissioner AIR 1964 Madras	Held that workers of a trade union can raise or sponsor the cause of workers and can represent on behalf of its members in legal proceedings arising out of a trade dispute.  Also held that an unregistered trade union that has support of majority of workers has a better claim to represent the workers in a negotiation than a recognized trade union that does not have support from the majority of workers.	Unregistered and Registered Trade Union
MT Chandersenan vs. Sukumaran AIR 1974 SC	If a member does not pay subscription fee, he cannot be considered a member. However, subscription fee cannot be refused under any pretext that results in denial of membership.	Section 6 Rules of TU
Bokajan Cement Corporation Employees Union vs. Cement Corp. of India 2004 SC	Held that termination of employment does not automatically terminate the membership of the union.	Section 6 Rules of TU
Re Indian Steam Navigation Workers Union 1936	Held that a registrar only has to see if the application for registration fulfills all requirements or not and not whether it can be considered unlawful.	Section 8 Registrar must register.
ACC Rajanka Limestone Quarries Workers Union vs. Registrar, Trade Unions AIR 1958	If the registrar does not approve an application within 3 months, a writ petition can be filed in HC under 226.	Section 8 Registrar must register.
Tata Electric Companies Officer's Guild vs. Registrar of Trade Unions 1994 Bombay	For a registrar to cancel registration, a willful neglect of registrar's request for documentation is necessary. If the trade union supplies information upon request, the registrar cannot cancel the registration on the ground that the information was not submitted earlier.	Section 10 Cancellation
Registrar, Trade Unions, WB vs. Mihir Kumar Guha 1963 Cal	It was observed that a trade union based in a presidency town has only one chance of appeal – in HC, but a trade union based elsewhere has two chances – one in local court and second in HC.	Section 11 Appeal against decision of registrar.
Mario Raposo vs. H M Bhandarkar 1994	Office bearers of a trade union invested the money from general fund into shares of UTI. This was held invalid because it is a speculative investment.	Section 15 Objects on which general funds may be spent.
West India Steel Co Ltd. vs. Azeez AIR 1990 Kerala	Criminal Immunity is available only for lawful activities. A worker must comply with the order giving by superiors. Workers have no right to share managerial responsibilities. A worker cannot order direct other workers on how to do work. Physically obstructing work is unlawful and a trade union leader is not immune. An employer may deal with him effectively.	Section 17 Criminal Immunity
P Mukundan and others vs. Mohan Kandy Pavithran 1992 Kerala	Strike per se is not an actionable wrong. TU, its offices, and its members are immune from legal proceedings linked with a strike by workmen.	Section 18 Civil Immunity
Rohtas Industries Staff Union vs. State of Bihar AIR 1963 SC	Management does not have a right to start legal proceedings against workers to claim damages in an illegal strike.	Section 18 Civil Immunity
Simpson & Group Companies Workers and Staff Union vs. Amco Batteries Ltd. 1992 Karn.	Physical obstruction of executives, and vehicles transporting goods or raw materials is neither a trade union right, nor a fundamental right under art 19. Picketing is a very intangible right and extends only up to where the right of others to practice their trade or profession starts. Methods of persuading can only be oral and visual.	Section 18 Civil Immunity
Workers of B & C Co. vs. Labor Commissioner AIR 1964 Madras	See above	Collective Bargaining
Virundhachalam vs. Management, Lotus Ltd	Lord Roland said that collective bargaining ends the arbitrariness of Inspectors by preventing them from becoming	Collective Bargaining

	legal kings.	
<b>Industrial Disputes Act 1947</b>		
D C & G Mills vs. Shambhu Nath	Due to reorganization a worker was relocated to another department instead of retrenchment. Due to lack of performance, he was further moved to another department. However, the worker refused and asked for one more chance. He was removed from the rolls. Held that it was retrenchment.	Section 2(oo) Retrenchment
Morindo Coop Sugar Mills vs. Ram Kishen	Cessation of work due to seasonal nature of a factory is not retrenchment.	Section 2(oo) Retrenchment
Santosh Gupta vs. SBI	A worker was not given confirmation due to lack of performance after the probation period. Held retrenchment.	Section 2(oo) Retrenchment
Punjab Nation Bank vs. Virender Singh Goel	SC held that once an employee avails any benefit of VRS such as withdrawing VRS payment, he cannot retract.	Section 2(oo) Retrenchment
Lalit Mohan Puri vs. Pure Drinks	An employee refused to submit before an ESI doctor to prove ill health. He was fired. SC held that ill health is not only physical but includes mental also. Further held that merely refusing to get checked by a medical practitioner is not a valid ground for removal. Held retrenchment.	Section 2(oo) Retrenchment
Dilip Hanuman Shirke vs. Zilla Parishad Yavatmal	Sub clause bb that says that removal due to non-renewal of a contract is not retrenchment, must be interpreted restrictively. The period of contract must be deducted from the nature of the post and the work and not only from the employment letter otherwise the employers will abuse it.	Section 2(oo) Retrenchment
Central India Spinning Weaving & Manufacturing Co vs. Labor Court, Mah.	Held that the words, "failure, refusal, or inability" means that the lack of work is due to reasons beyond employer's contract and have nothing to do with any action or inaction on the part of the workman.	Section 2(kkk) Lay-off
Workmen of Itakhoolie Tea Estate vs. Management	In a lockout, it is the employer who asks the workmen to keep away from work and so the workmen are not obligated to show up for work.	Section 2(l) Lock-out
Patiala Cement Co vs. Certain Workers 1955	Cessation of work for even half an hour is Strike.	Section 2(q) Strike
Ram Sarup vs. Rex 1949	Mere absence of work is not enough. A concerted refusal of work is a must for Strike.	Section 2(q) Strike
Indian Iron and Steel Co vs. Its Workers	Mere cessation of work is not strike unless it is shown that it is due to an industrial demand.	Section 2(q) Strike
State of Bombay vs. Bombay Hospital Mazdoor Sabha	Any activity systematically or habitually undertaken for the production or distribution of goods or for rendering of material service to the community at large or a part of such community, with the help of employees is Industry.	Section 2(j) Industry
Bangalore Water Supply & Sewage vs. A Rajappa	<p>Triple Test –</p> <ol style="list-style-type: none"> <li>1. Systematic activity</li> <li>2. organized by the cooperation of employers and employees.</li> <li>3. for the production or distribution of goods or services calculated to satisfy human wishes and wants</li> </ol> <p>Other observations –</p> <ul style="list-style-type: none"> <li>• Spiritual and religion services such as making prasad.</li> <li>• Absence of profit motive or gainful business is irrelevant.</li> <li>• Presence of trade or business is important even if philanthropy is animating the undertaking.</li> <li>• True test is the function and the focus is on the nature of the activity and the relationship between employer and employees.</li> </ul> <p>Overrules Sufdarjung Hospital case and rehabilitated Bombay Hospital Mazdoor Sabha case. Thus, Hospital is an industry.</p> <p>Dominant Nature Test – If an activity involves multiple processes, the predominate activity and the integration of the departments needs to be checked.</p>	
D N Banerjee vs. P N Mukherjee	Municipal corporation is an Industry.	
Brahmo Samaj Educational Society vs. WB College Employees Association	Whether an educational institute is an industry or not depends on evidence of every case. If the focus is on profit and quality of individual teachers is not important, it is an industry.	

Several cases	Universities, Clubs, Lawyer's Office, Indian Standards Institute are all Industry.	
---------------	--	--

Copyright © Hanumant Deshmukh  
www.hanumant.com