

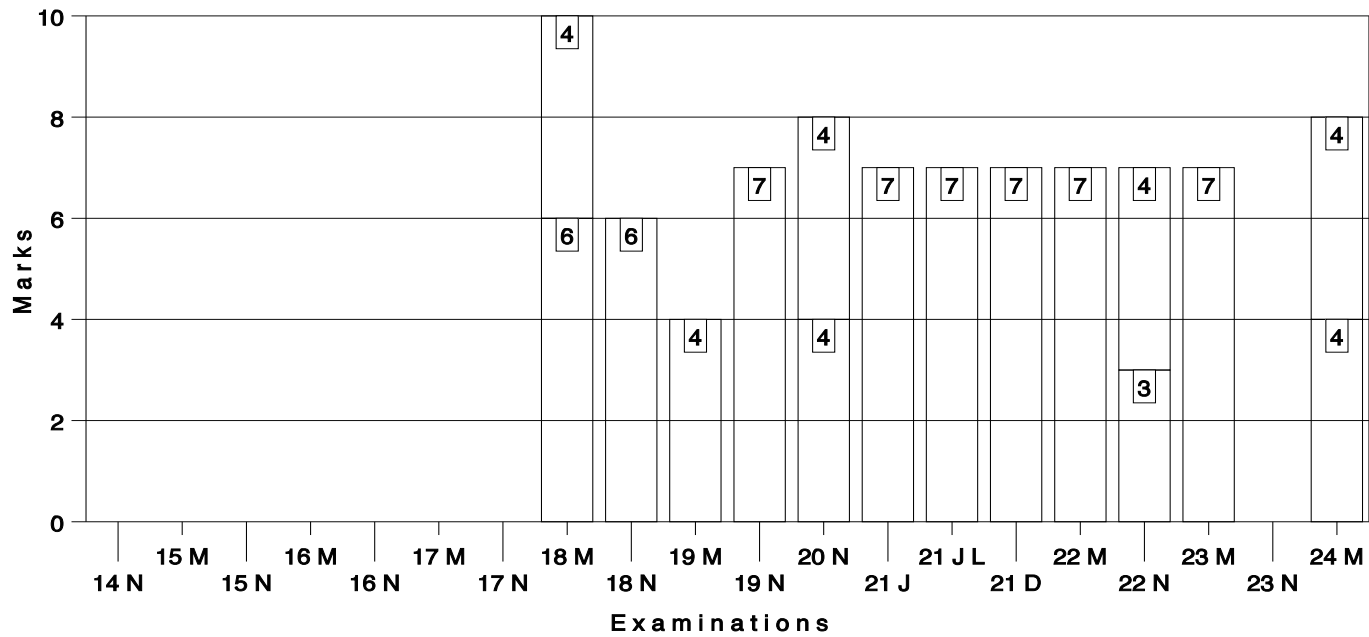
THE GRAPH

Trend Analysis

Marks of Objective, Short Notes, Distinguish Between, Descriptive & Practical Questions

Legend

- Objective
- Short Notes
- Distinguish
- Descriptive
- Practical



CHAPTER	The General Clauses Act, 1897
1	
This Chapter Covers: Study's Chapter: 1	
Topic Number	Name of the Topic
1.	Object, Purpose and Importance of The General Clauses Act
2.	Application of The General Clauses Act
3.	Some Basic Understanding of Legislation
4.	Preliminary (Section 1)
5.	Definitions (Section 3)
6.	General Rules of Construction (Sections 5- 13)
7.	Power and Functionaries (Sections 14-19)
8.	Provision as to Orders, Rules Etc. Made Under Enactments (Sections 20-24)
9.	Miscellaneous (Sections 25- 30)

TIME MANAGER		<i>Plan and Manage your Time</i>					
Time	<i>First In-depth learning</i>	<i>Instant Revision (in hours)</i>		<i>Periodic Revision (in hours)</i>			
		i.e..... Day 1	Next day i.e.... Day 2	After 7 days i.e. on Day 8	After 30 days i.e. on Day 30	After 60 days i.e. on Day 60	After 90 days i.e. on Day 90

1. Budgeted								
2. Actual								
3. Variance (1-2)								

DESCRIPTIVE QUESTIONS

2018 - May [3] (c)	Topic 6
Explain briefly any four effects by repeal of an existing Act by central legislation enumerated in Section - 6 of The General Clauses Act, 1897. (4 marks)	

Answer:

“Effect of Repeal” [Section 6]: Where any Central legislation or any regulation made after the commencement of this Act repeals any Act made or yet to be made, unless another purpose exists, the repeal shall not:

- Revive anything not enforced or prevailed during the period at which repeal is effected or;
- Affect the prior management of any legislation that is repealed or anything performed or undergone or;
- Affect any claim, privilege, responsibility or debt obtained, ensued or sustained under any legislation so repealed or;
- Affect any punishment, forfeiture or penalty sustained with regard to any offence committed as opposed to any legislation or
- Affect any inquiry, litigation or remedy with regard to such claim, privilege, debt or responsibility or any inquiry, litigation or remedy may be initiated, continued or insisted.

2018 - May [4] (e)	Topic 9
What is the meaning of service by post as per provisions of The General Clauses Act, 1897? (2 marks)	

Answer:

“Meaning of Service by post” [Section 27 of the General Clauses Act, 1897]: Where any legislation or regulation requires any document to be served by post, then unless a different intention appears, the service shall be deemed to be effected by:

1. properly addressing
2. pre-paying, and
3. posting by registered post

A letter containing the document to have been effected at the time at which the letter would be delivered in the ordinary course of post.

2018 - Nov [3] (c)	Topic 8
Explain various provisions applicable to rules or bye- laws being made after previous publications as enumerated in Section 23 of the General Clauses Act, 1897. (4 marks)	

Answer:

Provisions applicable to making of rules or bye-laws after previous publication [Section 23]

Where, by any Central Act, or Regulation, a power to make rules or bye-laws is expressed to be given subject to the condition of the rules or bye-laws being made after previous publication, then the following provisions shall apply, namely:

1.	Publication of proposed drafts rules bye- laws	The authority having power to make the rules or bye-laws shall, before making them, publish a draft of the proposed rules or bye-laws for the information of persons likely to be affected thereby;
2.	Publication in proper manner	The publication shall be made in such manner as that authority deems to be sufficient or, if the condition with respect to previous publication so requires, in such manner as the Government concerned prescribes;

3.	Notice to be annexed with draft	There shall be published with the draft a notice specifying a date on or after which the draft will be taken into consideration;
4.	Consideration on suggestions or objections	The authority having power to make the rules or bye-laws, and, where the rules or bye-laws are to be made with the sanction, approval or concurrence of another authority, that authority also shall consider any objection or suggestion which may be received by the authority having power to make the rules or bye-laws from any person with respect to the draft before the date so specified;
5.	Notified in official gazette	The publication in the Official Gazette of a rule or bye-law purporting to have been made in exercise of a power to make rules or bye-laws after previous publication shall be conclusive proof that the rule or bye-laws has been duly made.

2018 - Nov [4] (e)	Topic 6
'Repeal' of provision is different from 'deletion' of provision. Explain. (2 marks)	

Answer:

'Repeal' ordinarily brings about complete obliteration of the provisions as if it never existed, thereby affecting all incoherent rights and all causes of action related to the 'repealed' provision while 'deletion' ordinarily takes effect from the date of legislature affecting the said deletion, never to effect total effecting or wiping out of the provision as if it never existed. So as per above 'Repeal' of provision is different from 'deletion' of provision.

[*Navrangpura Gam Dharmada Milkat Trust V. Rmtuji Ramji, AIR 1994 Guj 75*].

2019 - Nov [4] (c)	Topic 5
<p>What do you understand by the term 'Good Faith'. Explain it as per the provisions of the General Clauses Act, 1897. Mr. X purchased a watch from Mr. Y carelessly without proper enquiry. Whether the purchase made could said to be made in good faith. (4 marks)</p>	

Answer:

As per Sec. 3 (22) of the General Clauses Act, 1897, a thing shall be deemed to be done in "good faith" where it is in fact done honestly, whether it is done negligently or not.

The term "good faith" is not defined in the Indian Contract Act, 1872 and the definition given here in the General Clauses Act, 1897 does not expressly apply to the term on the Indian Contract Act, The definition of good faith as is generally understood in the civil law and which may taken as a practical guide in understanding the expression in the Contract Act is that nothing is said to be done in good faith which is done without due care and attention as is expected with a man of ordinary prudence.

Here, purchase of a watch by Mr. X from Mr. Y carelessly without proper enquiry cannot said to have been made in good faith.

2019 - Nov [5] (d)	Topic 5
<p>Define the term "Affidavit" under the General Clauses Act, 1897. (3 marks)</p>	

Answer:

As per Section 3(3) of the General Clauses Act, 1897, Affidavit shall include affirmation and declaration in the case of persons by law allowed to affirm or declare instead of swearing.

There are two important points derived from the above definition:

1. Affirmation and declaration,
2. In case of persons allowed affirming or declaring instead of swearing.

The above definition is inclusive in nature. It states that Affidavit shall include affirmation and declarations. This definition does not define affidavit. However, we can understand this term in general parlance Affidavit is a written statement confirmed by oath or affirmation for use as evidence in Court or before any authority.

2020 - Nov [4] (c)	Topic 5
Define the following terms with reference to the General Clauses Act, 1897: 1. Affidavit 2. Good Faith (2 + 2 = 4 marks)	

Answer:

1. Affidavit:

As per Section 3(3) of the General Clauses Act, 1897, Affidavit shall include affirmation and declaration in the case of persons by law allowed to affirm or declare instead of swearing.

There are two important points derived from the above definition:

1. Affirmation and declaration,
2. In case of persons allowed affirming or declaring instead of swearing.

The above definition is inclusive in nature. It states that Affidavit shall include affirmation and declarations. This definition does not define affidavit. However, we can understand this term in general parlance Affidavit is a written statement confirmed by oath or affirmation for use as evidence in Court or before any authority.

2. Good faith:

As per Sec. 3(22) of the General Clauses Act, 1897 a thing shall be deemed to be done in "good faith" where it is in fact done honestly, whether it is done negligently or not.

The question of good faith under the General Clauses Act is one of fact. It is to be determined with reference to the circumstances of each case. Thus, anything done with due care and attention, which is not malafide, whether it is done negligently or not is presumed to have been done in good faith.

2021 - Jan [4] (c) (i)	Topic 6
<p>PK and VK had a long dispute regarding the ownership of a land for which a legal suit was pending in the court. The court fixed the date of hearing on 29.04.2018, which was announced to be a holiday subsequently by the Government. What will be the computation of time of the hearing in this case under the General Clauses Act, 1897? (2 marks)</p>	

Answer:

Provision:

According to Section 10 of the General Clauses Act, 1897, where by any legislation or regulation, any act or proceeding is directed or allowed to be done or taken in any court or office on a certain day or within a prescribed period then, if the Court or office is closed on that day or last day of the prescribed period, the act or proceeding shall be considered as done or taken in due time if it is done or taken on the next day afterwards on which the Court or office is open.

Present Case:

The court fixed the date of hearing of dispute between PK and VK, on 29.04.2018, which was subsequently announced to be a holiday.

Applying the above provisions we can conclude that the hearing date of 29.04.2018, shall be extended to the next working day.

2021 - Jan [4] (c) (ii)	Topic 5
<p>Income Tax Act, 1961 provides that the gratuity paid by the government to its employees is fully exempt from tax. You are required to explain the scope of the term 'government' and clarify whether the exemption from gratuity income will be available to the State Government Employees ? Give your answer in accordance with the provisions of the General Clauses Act, 1897. (2 marks)</p>	

Answer:

According to Sec. 3(23) of the General Clauses Act, 1897, 'Government' or 'the Government' shall include both the Central Government and State Government.

Hence, wherever, the word 'Government' is used, it will include Central Government and State Government both.

Thus, when the Income Tax Act, 1961, provides that gratuity paid by the government to its employees is fully exempt from tax, the exemption from gratuity income will be available to the State Government employees also.

2021 - Jan [5] (d)	Topic 4
<p>"The act done negligently shall be deemed to be done in good faith." Comment with the help of the provisions of the General Clauses Act, 1897. (3 marks)</p>	

Answer:**Good Faith:**

In general, anything done with due care and attention, which is not malafide is presumed to have been done in good faith.

But, according to Sec. 3(22) of the General Clauses Act, 1897, a thing shall be deemed to be done in "good faith" where it is in fact done honestly, whether it is done negligently or not.

The question of good faith under the General Clauses Act is one of fact. It is to determine with reference to the circumstances of each case.

It is therefore understood that the General Clauses Act, 1897 considers the honesty in doing the Act as a primary test to constitute the thing done in good faith and therefore the act done honestly but with negligence may also be termed as done in good faith as per the General Clauses Act, 1897.

The term "Good faith" has been defined differently in different enactments. This definition of the good faith does not apply to that enactment which contains a special definition of the term "good faith" and there the definition given in that particular enactment has to be followed. This definition may be applied only if there is nothing repugnant in subject or context, and if that is so, the definition is not applicable.

2021 - July [4] (c)	Topic 6
<p>Examine the validity of the following statements with reference to the General Clauses Act, 1897:</p> <ol style="list-style-type: none"> 1. Insurance Policies covering immovable property have been held to be immovable property. 2. The word “bullocks” could be interpreted to include “cows”. <p style="text-align: right;">(4 marks)</p>	

Answer:

1. This statement is **not valid**:
 - Immovable Property does not include insurance policy so that insurance policies covering immovable property have not been held as immovable property.
2. This statement is **not valid**:
 - Where a word connoting a common gender is available but the word used conveys a specific gender, there is a presumption that the provisions of General Clauses Act, 1897 do not apply. Thus, the word ‘bullocks’ could not be interpreted to include ‘cow’.

2021 - July [5] (d)	Topic 6
<p>Ajit was supposed to submit an appeal to High Court of Kolkata on 30th March, 2020, which was the last day on which such appeal could be submitted. Unfortunately, on that day High Court was closed due to total Lockdown all over India due to Covid-19 pandemic. Examine the remedy available to Ajit under the provisions of the General Clauses Act, 1897.</p> <p style="text-align: right;">(3 marks)</p>	

Answer:

- **As per the provisions of the General Clauses Act, 1897**, where any appeal requires to be made to high court cannot be made within prescribed time limit then the high court on the sufficient ground can condone the delay in late filing of appeal.
- Here, Ajit has made appeal after prescribed time limit to the high court, which is due to lockdown imposed due to Covid - 19 pandemic. So the

high court may condone delay in filing the appeal as lockdown imposed is beyond the control of Ajit.

2021 - Dec [4] (c)	Topic 5
<p>A confusion, regarding the meaning of 'financial year' arose among the finance executive and accountant of a company. Both were having different arguments regarding the meaning of financial year & calendar year. What is the correct meaning of financial year under the provision of the General Clauses Act, 1897? How it is different from calendar year? (4 marks)</p>	

Answer:

Financial Year: According to Sec. 3(21) of the General Clauses Act, 1897, financial year shall mean the year commencing on the first day of April. The term Year has been defined under section 3(66) as a year reckoned according to the British calendar. Thus, as per the General Clauses Act, 1897, year means calendar year which starts from January to December.

Difference between Financial Year and Calendar Year:

Financial year starts from first day of April but Calendar Year starts from first day of January.

2021 - Dec [5] (d)	Topic 5
<p>Give the definition of the following as per the General Clauses Act, 1897:</p> <ol style="list-style-type: none"> 1. "Rule" 2. "Oath" 3. "Person" <p style="text-align: right;">(3 marks)</p>	

Answer:

1. **Rule:** As per Sec. 3(51) of the General Clauses Act, 1897, 'Rule' shall mean a rule made in exercise of a power conferred by any enactment, and shall include a Regulation made as a rule under any enactment.
2. **Oath:** As per section 3(37) of the General Clauses Act, 1897, 'Oath' shall include affirmation and declaration in the case of persons by law allowed to affirm or declare instead of swearing.

3. **Person:** As per section 3(42) of the General Clauses Act, 1897, "Person" shall include:
- (1) any company, or
 - (2) association, or
 - (3) body of individuals, whether incorporated or not.

2022 - May [3] (d)	Topic 6
Explain the provision related to 'Effect of Repeal' as per the General Clauses Act, 1897. (3 marks)	

Answer:

As per section 6 of the General Clauses Act, 1897, where any central legislation or any regulation made after the commencement of this Act repeals any Act made or yet to be made, unless another purpose exists, the repeal shall not:

1. Revive anything not enforced or prevailed during the period at which repeal is effected or;
2. Affect the previous operation of any enactment so repealed or anything duly done or suffered thereunder; or,
3. Affect any right, privilege, obligation or liability acquired, accrued or incurred under any enactment so repealed; or
4. Affect any penalty, forfeiture or punishment incurred in respect of any offence committed against any enactment so repealed; or
5. Affect any inquiry, litigation or remedy with regard to such claim, privilege, debt or responsibility or any inquiry, litigation or remedy may be initiated, continued or insisted.

2022 - May [4] (c)	Topic 8
The Ministry of Corporate Affairs (MCA) published in the Gazette of India, the proposed draft of Rules further to amend certain rules under the Companies Act, 2013. The MCA made some modifications in the draft Rules already published. In the light of the provisions of the General Clauses Act, 1897, answer the following:	

1. Is it required for MCA to publish a draft of the proposed Rules?
2. In case of any irregularities in the publication of the draft, can it be questioned?
3. Is MCA entitled to make suitable changes in the draft?
4. Is it necessary to re-publish the Rules in the amended form when the changes made are ancillary to the earlier draft? (4 marks)

Answer:

1. As per Section 23 of the General Clauses Act, 1897, the authority having power to make to make rules or bye-laws shall, before making them, publish a draft of the proposed rules or bye-laws for the information of persons likely to be affected.
So, as per the above it is required for MCA to publish a draft of the proposed rules.
2. As per Section 23(5), any irregularities in the publication of the draft by the MCA cannot be questioned. The publication in the Official Gazette of a rule or bye-law after previous publication, shall be conclusive proof that the rule or bye-laws has been duly made. It raises a conclusive presumption that after the publication of the rules in the Official Gazette, it is to be inferred that the procedure for making the rules had been followed. Any irregularities in the publication of the draft cannot therefore be questioned.
3. as per Section 23(5), it is open to MCA to make suitable changes in the draft before finally publishing them.
4. It is not necessary for MCA to re-publish the rules in the amended form when the changes made are ancillary to the earlier draft.

2022 - Nov [5] (d)	Topic 5
What is the meaning of 'Official Gazette' as per the provisions of the General Clauses Act, 1897?	
(3 marks)	

Answer:

As Per Sec, 3 (39) of the General Clauses Act, 1897, 'Official Gazette' or 'Gazatte' shall means:
The Gazette of India, or

The Official Gazette of a State.

The Gazette of India, is a public journal and an authorized legal document of the Government of India, published weekly by the Department of Publication, Ministry of Housing and Urban Affairs. As a public journal, the Gazettee prints official notices from the government. It is authentic in content, accurate and strictly in accordance with government policies and decisions. The Gazette is printed by the Government of India Press.

2023 - May [4] (c)	Topic 6
<p>"Whenever an Act is repealed, it must be considered as if it had never existed." Comment and explain the effect of repeal under the General Clause Act, 1897. (4 marks)</p>	

Answer:

Where, any Central legislation on any regulation made after the commencement of this Act repeals any Act made or yet to be made unless another purpose exists, the repeal shall not:

1. Revive anything not enforced or prevailed during the period at which repeal is effected or,
2. Affect the prior mgt. of any legislation
3. Affect any claim, privilege, responsibility or debt obtained
4. Affect any punishment, forfeiture or penalty
5. Affect any inquiry, litigation or remedy.

2023 - May [5] (d)	Topic 9
<p>"No person shall be prosecuted and punished for the same offence more than once." Explain in the light of provisions of Section 26 of the General Clauses Act, 1897. (3 marks)</p>	

Answer:

As per Sec. 26 of General Clauses Act, 1897 where an act or omission constitutes an offence under two or more enactments, then the offender shall be liable to be prosecuted and punished under either or any of those enactments but shall not be punished twice for the same offence.

In the case of state of *M.P v V.R Agnibotri*, it was held that when there are two alternative changes in the same trial e.g. Sec. 409 of the Indian Penal Code & Sec. 5(2) of the prevention of corruption Act, the fact that the accused is acquitted of the one of the change will not bar his conviction on the other.

2024 - May [5] (c)	Topic 6
State the provisions of the General Clauses Act, 1897 relating to 'gender and number'. (4 marks)	

PRACTICAL QUESTIONS

2018 - May [1] (d)	Topic 5
X owned a land with fifty tamarind trees. He sold his land and the timber (obtained after cutting the fifty trees) to Y. X wants to know whether the sale of timber tantamounts to sale of immovable property. Advise him with reference to provisions of "General Clauses Act, 1897". (4 marks)	

Answer:

Provision:

According to Section 3(26) of the General Clauses Act, 1897, 'Immovable Property' shall include:

1. Land,
2. Benefits to arise out of land, and
3. Things attached to the earth, or permanently fastened to anything attached to the earth.

Present Case:

X sold his land and timber which was obtained after cutting fifty tamarind trees planted on his land.

As per Sec. 2(26), trees are immovable property because trees are benefits arising out of the land and attached to the earth. However, timber is not immovable property as the same are not permanently attached to the earth.

Case Law:

In Jagdish Vs. Mangal Pandey (A.I.R 1986 All. 182), the issue was whether the trees were movable or immovable property.

The Court contended that apart from size of the tree the relevant consideration would be the intention to cut the tree or let it remain attached to the earth.

In the former case it will be termed as standing timber while in the latter it must remain immovable property.

2019 - May [4] (c)	Topic 6
<p>1. The Companies Act, 2013 provides that the amount of dividend remained unpaid/unclaimed on expiry of 30 days from the date of declaration of dividend shall be transferred to unpaid dividend account within 7 days from the date of expiry of such period of 30 days. If the expiry date of such 30 days is 30.10.2018, decide the last date on or before which the unpaid/unclaimed dividend amount shall be required to be transferred to a separate bank account in the light of the relevant provisions of the General Clauses Act, 1897? (2 marks)</p> <p>2. Referring to the provisions of the General Clauses Act, 1897, find out the day/date on which the following Act/Regulation comes into force. Give reasons also,</p> <ol style="list-style-type: none"> 1. An Act of Parliament which has not specifically mentioned a particular date. 2. The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) (Fifth Amendment) Regulations, 2015 was issued by SEBI vide Notification dated 14th August, 2015 with effect from 1st January, 2016. (2 marks) 	

Answer:

1. Sec. 9 of the General Clauses Act, 1897 provides that, for computation of time, in any legislation or regulation, it shall be sufficient, for the

purpose of excluding the first in a series of days or any other period of time to use the word “from” and for the purpose of including the last in a series of days or any other period of time, to use the word “to”. The Companies Act, 2013 provides that the amount of dividend remained unpaid or unclaimed on expiry of 30 days from the date of declaration of dividend shall be transferred to unpaid dividend account within 7 days from the date of expiry of such period of 30 days. The expiry date of such 30 days is 30/10/2018, so here date of declaration of dividend is excluded and the date on which such 30 days expires i.e. 30/10/2018 will be included.

So, on or before 30/10/2018, the unpaid/unclaimed dividend amount shall be required to be transferred to a separate bank account in light of the relevant provisions of the General Clauses Act, 1897.

2. 1. As per Sec. 5 of the General Clauses Act, 1897 where any Act of parliament has not specifically mentioned a particular date to come into force, it shall be implemented on the day on which it receives the consent of the Governor General in case of a Central Acts made before the commencement of the Indian constitution and for, of the President in case of an Act of Parliament.
2. The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) (Fifth Amendment) Regulations, 2015 as issued by SEBI vide Notification dated 14th August, 2015 with effect from 1st January, 2016, this shall come into enforcement on 1st January, 2016 rather than the date of its notification in the gazette. In the case of State of Uttar Pradesh V. Mahesh Narain, AIR 2013 SC 1778, Supreme Court held that Effective date of Rules would be when the Rules are published vide Gazette notification and not from date when the Rules were under preparation.

2020 - Nov [3] (b) (i)	Topic 5
Mrs. K went to a Jewellery shop to purchase diamond ornaments. The owners of jewellery shop are notorious and indulging in smuggling activities. Mrs. K purchased diamond ornaments honestly without making proper enquiries. Was the purchase made in Good faith as per the	

provisions of the General Clauses Act, 1897 so as to convey good title ?
(2 marks)

Answer:**Provision:**

As Per the, General clauses Act, 1897, the definition of good faith as is generally understood in the Civil Law and which may be taken as a practical guide in understanding the expression in the Contract Act is that nothing is said to be done in good faith which is done without due care and attention as is expected with a man of ordinary prudence. An honest purchase made carelessly without making proper enquires can't be said to have been made in good faith so as to convey good title.

Present Case:

In the given case, Mrs. K purchase diamond ornaments. The owners of jewellery shops are notorious and indulging in Smuggling activities. Mrs. K purchase without making any proper enquiry, so Mrs. K has not good title of that ornament, since it is not consider as a good faith.

2020 - Nov [3] (b) (ii)	Topic 6
<p>There are two ways to reach city A from city B. The distance between the two cities by roadways is 100 kms. and by water ways 80 kms. How is the distance measured for the purpose of any Central Act under the provisions of the General Clauses Act, 1897? (2 marks)</p>	

Answer:

As Per Sec. 11, Measurement of Distances, for the purpose of any Central Act or Regulation made after the Commencement of this Act, any distance shall be measured in a straight line on a horizontal plane unless otherwise mentioned.

In the given case, distance is to be measured on a horizontal plane in a straight line. So, distance takes into consideration is 80 kms and not 100 kilometers based on above provision.

2022 - Nov [4] (c)	Topic 9
<p>Mr. A (landlord) staying in Delhi rented his flat of Bengaluru to Mr. B (tenant) for ₹ 20,000 per month to be paid annually. An agreement was made between them that during the tenancy period, if A requires his flat to be vacated, one-month prior notice is to be given to Mr. B. After eight months a notice was sent by Mr. A to Mr. B to vacate his flat by registered post which was refused to be accepted by Mrs. C (wife of Mr. B) and Mr. B denied to vacate the flat on ground of non-receipt of notice. Examine, as per the General Clauses Act, 1897, whether the notice is tenable?</p> <p style="text-align: right;">(4 marks)</p>	

Answer:

As per the provisions of the General Clauses Act, 1897, where any legislation or regulation requires any document to be served by post, then unless a different intention appears, the service shall be deemed to be effected by:

- Properly addressing
- Pre-Paying, and
- Posting by registered post.

A letter containing the document to have been effected at the time at which the letter would be delivered in the ordinary course of post.

Present Case:

Mr. A (landlord), staying in Delhi, rented his flat in Bengaluru, to Mr. B (tenant) for ₹ 20,000 per month, to be paid annually; an agreement was made between them that during the tenancy period, if a requires his flat to be vacated, one-month prior notice is to be given to Mr. B. After eight months, a notice was sent by Mr. A to Mr. B to vacate his flat by registered post, which was refused to be accepted by Mrs. C (wife of Mr. B), and Mr. B refused to vacate the flat on the ground of non- receipt of notice.

Conclusion: In the present case, if the notice sent by Mr. A is properly addressed, prepaid and has been posted by a registered by a registered post, then Mr. B cannot refuse to vacate the flat on the ground of non-receipt of the notice. The notice receive by Mrs. C (wife of Mr. B) will be deemed to be served on Mr. B.

2024 - May [2] (c) (i)	Topic 7
<p>The Board of Directors of Cool Private Limited, through a resolution passed in the board meeting, granted authorization to Mr. Sharad, the CEO of the Company to appoint two employees for the procurement department. Subsequently, Mr. Sharad selected Mr. Suresh and Mr. Hemant for the positions. However, after one month, Mr. Sharad, noticing unsatisfactory performance and lack of honesty in their duties, issued dismissal orders for both employees, citing proper reasons. Mr. Suresh contested his dismissal in the court, arguing that the Board had only empowered Mr. Sharad for appointments and not for dismissals and hence the dismissal order is invalid.</p> <p>Assess the validity of Mr. Suresh's argument under the provisions of the General Clauses Act, 1897. (2 marks)</p>	
2024 - May [2] (c) (ii)	Topic 6
<p>Mr. M issued a cheque of ₹ 3,00,000 dated 31.12.2023 at 10 a.m. to Mr. N as a consideration towards the medical services provided by the later. Mr. N presented the above cheque on 31.03.2024 during the banking business hours. The cheque was dishonoured taking the plea that it was not presented within the requisite time of 3 months as provided under Section 138 of the Negotiable Instruments Act 1881.</p> <p>Referring to the provisions of the General Clauses Act, 1897 decide, whether the plea for dishonouring the cheque was valid. (2 marks)</p>	

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