Weekly Update for Law Optional UPSC

A mix of Conceptual, Current/Contemporary Topics

19th - 25th October, 2026

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1.When Nominations Are Blocked by Force, Courts' Hands Are Not Tied

Topic 1 · Constitutional Law — Local-Body Elections; Art. 243ZA

YSRCP v. State of Andhra Pradesh (2026) With the Supreme Court in its Dussehra recess, a **vacation Bench** of Justice Joymalya Bagchi and Justice V. Mohana delivered the week's one significant ruling, on the most elemental electoral question: what happens when candidates are **physically prevented from filing nominations**?

The principal opposition party alleged that nearly two-thirds of its candidates for Andhra Pradesh's urban local-body polls were blocked by violence and obstruction; the High Court had refused relief (interim order, 20–21 October).

The Court found a prima facie case and stated the principle: the **State Election Commission's duty under Article 243ZA** — superintendence, direction and control of local elections — includes ensuring that every candidate can actually reach the nomination table. The rule of judicial non-interference in electoral matters, with grievances left to election petitions, **"does not**

tie the courts' hands" where free and fair elections are being "polluted by unconstitutional or illegal means" at the threshold stage itself.

The directions were immediate and practical: publication of the final candidate list **deferred by at least two days**; the SEC to consider 48-hour extensions for obstructed candidates case by case; the **DGP made responsible for securing nomination centres**; and a compliance affidavit ordered. The Bench drew on *UT of Ladakh v. J&K National Conference* (2024) and the West Bengal panchayat-violence precedent of 2018.

2.Blacklisted Without the Promised Retest: Natural Justice in the Supply Chain

Topic 2 · Administrative Law — Natural Justice

JPEE Drugs v. State of Madhya Pradesh (2026) **Blacklisting is the civil death of a business** — and the law's answer is a fair hearing before the sentence. A drug supplier to Madhya Pradesh's hospitals was blacklisted for three years after batches failed quality tests; the tender's own clause required a **second-sample retest at another laboratory** before any blacklisting. A three-judge Bench of Justice Vikram Nath, Justice A.G. Masih and Justice Sandeep Mehta quashed the orders (2026 INSC 1143).

The sequence was the vice: the firm sought the retest; the authorities delayed; the High Court ordered retesting at a central laboratory but **left the blacklisting standing** meanwhile — and the samples expired before any retest occurred. The Supreme Court held that where **State-attributable delay destroys the opportunity to have a disputed sample retested**, adverse action resting on the disputed analysis cannot stand.

Doctrinally, the Court carried the statutory logic of the Drugs and Cosmetics Act's retest provisions — and *Medipol Pharmaceutical* — from prosecutions into **administrative and contractual blacklisting**: the right to challenge the adverse report is the heart of the hearing, and a show-cause notice is an empty form if the evidence against the supplier can never be tested.

3.The Original That Could Not Exist: Tender Formalism Meets Impossibility

Topic 3 · Administrative Law — Judicial Review

Hardev Construction Pvt. Ltd. v. Union of India (2026) A bid for a railway EPC project was rejected for one reason: failure to produce the **'original' bid security** — which had been paid by **electronic transfer**, with the digital receipt duly uploaded. The Patna High Court upheld the rejection; a Bench of Justice J.B. Pardiwala and Justice K. Vinod Chandran reversed (2026 INSC 1110).

The logic of the 'original instrument' clause is enforceability: a bank guarantee or demand draft binds only when the employer holds the physical original. **Money already received by electronic payment needs no original** — there is none, and none is needed. To demand the impossible document was to prefer the letter of the form over the admitted fact of payment.

The standard of review is the quotable holding: **"rigid adherence to the letter of a document cannot be countenanced"** where compliance is impossible — and a rejection on such a ground is **perverse**, the classic head of tender-review interference. The respondents were directed to accept the e-payment and open the financial bid.



4.'Or Otherwise' Means What It Says: Party Autonomy Over Interest

Topic 4 · Contracts & Mercantile Law — Arbitration; s.31(7) Interest

Sharma Enterprises v. NBCC (2026) A 1991 sub-contract, a 1992 termination, a 2016 award — and a question of pure construction: the contract barred interest on payments withheld **"or otherwise."** The arbitrator nonetheless awarded 10% interest from 1992. A Bench of Justice Aravind Kumar and Justice Vipul M. Pancholi upheld the deletion of that interest (2026 INSC 1135).

The interpretive holding: **"or otherwise" is a residuary expression of wide amplitude** — and the ejusdem generis rule had no purchase because the preceding words formed no single genus. The clause therefore barred interest generally, not merely on delayed running payments.

The arbitration-law consequence follows from Section 31(7)(a)'s opening words — "unless otherwise agreed by the parties": the arbitrator, **"a creature of the contract,"** exceeds jurisdiction by awarding pre-award interest against an exclusion clause. But the boundary runs precisely there: **post-award interest under Section 31(7)(b) cannot be contracted out** — the statute's incentive to honour the award survives every exclusion.

5.The Auction's Two Boundaries: Rejecting the Highest Bid, Revisiting the Sale

Topic 5 · Administrative Law & Contracts — State Auctions; Formation

Dhanlaxmi Merchandise v. State of M.P. · Satinder Pal Singh v. Bedi Hospital (2026) Two auction rulings, read together, map the State-seller's powers from both ends. In the first, Madhya Pradesh's mining corporation **rejected above-reserve highest bids** for sand contracts as 'non-competitive' — because the same bidders had earlier bid higher for the same mines. A Bench of Justice Aravind Kumar and Justice Vipul M. Pancholi quashed the rejection (2026 INSC 1125).

The first boundary: a highest bidder has no vested right, and a reserved 'right to reject' clause is real — but it is **public power, reviewable under Article 14**. Rejection needs

contemporaneous material showing present inadequacy — reliable valuation, collusion, depressed bidding — and "public interest must emerge from the material on which the decision is taken." A bidder's own surrendered earlier bid is not a market benchmark.

The second boundary came in the Chandigarh nursing-home auction (2026 INSC 1142, Justice P.S. Narasimha and Justice Alok Aradhe): the authority cancelled an accepted bid — agreement to sell executed, full price paid — because the adjacent plot had fetched ₹6 crore more. **Upheld**: until an enforceable contract crystallises (here, only upon the conveyance/allotment under the Estate Rules — the agreement to sell was not itself a concluded contract under **Section 2(h)**), a public authority may **revisit an auction to maximise the price of public property**, reasons stated and money refunded.

The synthesis is the exam point: **before contract, the State may step back for the public exchequer; after advertisement, it may never bend conditions for a favoured bidder; and at every stage, Article 14 audits the file.** The auction is a bargain conducted in public law until the moment it becomes a bargain in private law.

6.Falklands Oil at Hamburg: The Sovereignty Question UNCLOS Cannot Ask

Topic 6 · International Law — Law of the Sea; ITLOS Provisional Measures

Argentina has taken the United Kingdom to **ITLOS** over oil. On 20 October, the Tribunal's President fixed **10–11 November** for hearings on Argentina's request for **provisional measures under Article 290(5) UNCLOS** against the Sea Lion project — the first oil development in the waters around the Falklands/Malvinas, with production targeted for 2028. Argentina asks that exploitation halt and no new permits issue pending arbitration.

The procedural architecture is itself the lesson: Argentina's Article 287 declaration chooses ITLOS, the UK's chooses the ICJ — so the merits default to an **Annex VII arbitral tribunal**, with ITLOS competent only to prescribe urgent measures until that tribunal forms. The test is settled: prima facie jurisdiction, urgency, and a **"real and imminent risk of irreparable prejudice"** (*MOX Plant*) — with *Ghana/Côte d'Ivoire* (2015) the precedent for a narrow order halting **new** drilling while sparing existing operations.

The jurisdictional shadow is the real battle: UNCLOS tribunals decide disputes about the **Convention**, not about **land sovereignty** — and every Argentine claim to the continental shelf presupposes the sovereignty question the *Chagos MPA* award (2015) and *Ukraine v. Russia* (2020) held beyond UNCLOS jurisdiction. Argentina's counter is to plead free-standing environmental obligations — Articles 192, 194 and 206 — that bind whoever the sovereign is.

7.Rewriting a Decolonisation Mission: The Western Sahara 'Zero Draft'

Topic 7 · International Law — United Nations; Self-Determination

In the week before MINURSO's mandate expires, the United States — penholder — circulated a **'zero draft'** (20–22 October) that would transform the UN's Western Sahara presence: the

mission **renamed**, its peacekeeping component wound down within months, uniformed personnel halved — and **"genuine autonomy under Moroccan sovereignty"** declared the sole basis for negotiation. The Polisario Front wrote to the Council President calling it an "unprecedented departure" from international law and threatened to quit the peace process; the vote was expected within days of the week's close.

The legal baseline the draft strains against is long-settled: the ICJ's **Western Sahara Advisory Opinion (1975)** found no tie of territorial sovereignty and affirmed the Sahrawi people's **right to self-determination**; General Assembly Resolutions 1514 and 1541 require a free and genuine expression of the people's will; and the *Chagos* Opinion (2019) confirmed self-determination as customary — arguably peremptory — law with erga omnes force. MINURSO itself exists (Res 690, 1991) to hold a **referendum**.

Hence the constitutional question for the Council: **Article 24(2)** binds it to act "in accordance with the Purposes and Principles" of the Charter — which include self-determination — and there is no court to review its resolutions (*Lockerbie*; *Namibia*). The Secretary-General's own report, three weeks earlier, had reaffirmed the "inalienable right to self-determination" and recommended a routine one-year renewal; the draft discards both. The CJEU's *Front Polisario* line — Western Sahara as "separate and distinct" from Morocco — stands as contrary authority in regional law.

Weekly Focus

Anglo-Norwegian Fisheries Case (United Kingdom v. Norway), ICJ Rep 1951, p. 116

Facts: Norway's coast is unlike any other — the **skjaergaard**, a fringe of fjords, islands and rocks so fragmented that no line could follow it. By a 1935 decree Norway measured its territorial sea not from the low-water mark's sinuosities but from **straight baselines** drawn between selected points, enclosing great fishing grounds as internal waters. British trawlers were arrested; the United Kingdom sued, contending the method — and the length of the lines — violated international law.

Question of Law: May a coastal State with a deeply indented coast draw **straight baselines** from which to measure its territorial sea? And is a coastal State's delimitation a purely domestic act, or one whose validity international law controls?

Decision: The Court upheld Norway's system. On so rugged a coast the low-water rule "can no longer be put forward as a rule requiring the coast line to be followed in all its sinuosities... **The rule would disappear under the exceptions.**" Several States had used straight baselines "and they have not encountered objections of principle by other States." But delimitation is not sovereign whim: **"The delimitation of sea areas has always an international aspect; it cannot be dependent merely upon the will of the coastal State as expressed in its municipal law... the validity of the delimitation with regard to other States depends upon international law."**

Ratio: Three criteria govern straight baselines: the lines **"must not depart to any appreciable extent from the general direction of the coast"**; the enclosed waters must be **"sufficiently closely linked to the land domain"** to bear the regime of internal waters; and account may be taken of **"certain economic interests peculiar to a region, the reality and importance of which are clearly evidenced by a long usage."** Beneath them lies the foundational principle: **"It is the land which confers upon the coastal State a right to the waters off its coasts"** — maritime title is the land's projection, never the decree's.

Legal Significance: The judgment was codified almost verbatim — the straight-baseline articles of the 1958 Convention and **Article 7 of UNCLOS** are this case in treaty form, and its unilateral-act-international-validity principle governs every maritime claim since. It is also the sources classic: the United Kingdom's ten-mile bay rule failed against Norway as a **persistent objector** — custom does not bind the State that has always resisted it. From the South China Sea's contested baselines to this term's Falklands oil dispute, every argument about where a coastal State's waters begin starts here.

PYQ Solution

"Natural justice is a great humanising principle intended to invest law with fairness." Explain the principles of natural justice and the emerging trends in their judicial application. (15 MARKS)

Natural justice is judge-made fairness — **"a great humanising principle intended to invest law with fairness and to secure justice,"** grown "into a widely pervasive rule affecting large areas of administrative action" (*Maneka Gandhi*). It enjoys no express constitutional text, yet no exercise of public power in India now escapes its two commands.

The two principles — and their modern reach

1. **Nemo judex in causa sua — the rule against bias:** No one may judge his own cause: pecuniary bias disqualifies absolutely, and personal or official bias is tested by **reasonable apprehension** in an informed mind, not proof of actual prejudice. ***A.K. Kraipak** *(1969) is the watershed — the selector who was also a candidate vitiated the selection, and the Court erased the old wall between quasi-judicial and administrative functions: "the dividing line... is thin and being gradually obliterated" — fairness follows power, not labels**.

2. **Audi alteram partem — the right to be heard:** Hear the other side: notice of the case to be met, disclosure of the material relied on, and a real opportunity to answer it. ***Binapani Dei** *extended the rule to every administrative order with civil consequences;* **Maneka Gandhi** *made a fair procedure part of Article 21 itself, reading the hearing into a statute that omitted it. The content is flexible — counsel, cross-examination and reasons vary with context — but the core is an effective, not illusory, chance to rebut**.

3. **The emerging trends:** Three movements mark the modern law: the **post-decisional hearing** (*Maneka*; *Swadeshi Cotton*) where pre-decisional hearing is impracticable — tolerated, never preferred; the rejection of the **'useless formality' theory** (*S.L. Kapoor v. Jagmohan*: non-observance is itself prejudice, for justice must be seen to be done); and the demand for **reasoned orders** as the third limb of natural justice — the unreasoned rejection being the modern ex parte.

4. **The exceptions — and their narrowness:** Statutory exclusion (construed strictly), genuine **emergency**, legislative (as opposed to administrative) action, and situations where the facts are admitted — each an exception policed, not presumed. The burden lies on the authority excluding the hearing, and ambiguity is resolved for fairness: the rules "supply the omission of the legislature."

The current application: The doctrine worked at full strength this very fortnight: the Supreme Court quashed the blacklisting of a drug supplier where State delay destroyed the tender's promised **second-sample retest** — holding that a hearing whose evidentiary core can never be tested is no hearing, and carrying the retest right from prosecutions into administrative and contractual blacklisting.

Natural justice has travelled from the courtroom to the procurement file, the examination hall and the digital platform — two ancient maxims doing the Constitution's daily work: **power may be wide, but it may never be unfair; and it is never wider than the hearing it gives.**

De Facto IAS