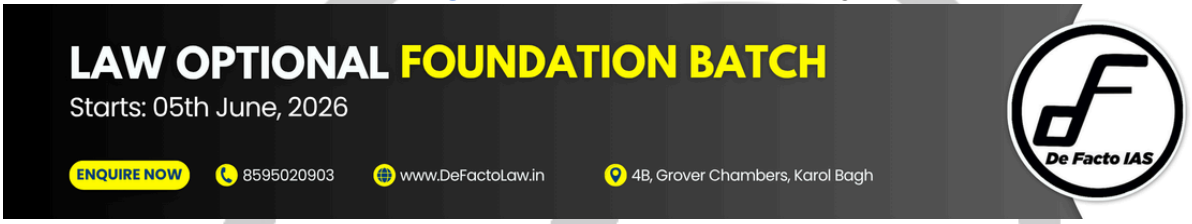
Weekly Update for Law Optional UPSC

A mix of Conceptual, Current/Contemporary Topics

12th April-18th April, 2026

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1.SC Shields Dowry Givers From Prosecution Based on Their Own Complaint

In **Rahul Gupta v. Station House Officer & Ors.**, the Supreme Court settled a key question of law under the Dowry Prohibition Act, 1961: whether admissions of dowry-giving in a complaint can be used to prosecute the complainant herself.

A Bench of Justices Sanjay Kumar and K. Vinod Chandran held that a wife and her family cannot be prosecuted for "giving dowry" solely based on statements made in their complaint against the husband alleging dowry demand. The husband had argued that such admissions attracted liability under Section 3 of the Act. However, the Court rejected this contention, relying on Section 7(3), which grants immunity to "persons aggrieved" from prosecution based on their own statements.

The Court clarified that the legal issue hinges on the source of evidence. If the allegation of dowry-giving emerges only from the complaint or statements of the aggrieved woman and her family, prosecution is barred. However, where **independent evidence** exists, the statutory shield would not apply.

2. Bank Delay in Cheque Presentation Held Deficiency in Service

In **Canara Bank v. Kavita Chowdhary**, the Supreme Court addressed a significant question of law on whether delay by a bank in presenting cheques within their validity period constitutes "deficiency in service" under the Consumer Protection Act.

A Bench of Justices B.V. Nagarathna and Ujjal Bhuyan held that a collecting bank acts as an agent of the customer and is duty-bound to exercise due diligence in timely presentation of cheques. The issue arose when the respondent deposited high-value cheques which were not re-presented within their validity period, ultimately being dishonoured as "stale".

Rejecting the bank's defence of a temporary strike, the Court ruled that once normal operations resumed, the bank was obligated to act within the remaining validity period. The absence of any reasonable explanation for the delay amounted to negligence in discharge of duty.

On the legal principle, the Court clarified that delay may be excused only under limited circumstances beyond control, but prompt action must follow cessation of such circumstances. Failure to do so attracts liability under consumer law.

While affirming deficiency in service, the Court reduced the compensation from 10% to 6% of the cheque value, holding that compensation must reflect reasonable, not excessive, estimation of loss.

3.SC: 'Can Arbitrate' Clause Not Binding Arbitration Agreement

In **Nagreeeka Indcon Products Pvt. Ltd. v. Cargocare Logistics (India) Pvt. Ltd.**, the Supreme Court addressed a critical question of law on what constitutes a valid arbitration agreement under Indian arbitration jurisprudence.

A Bench of Justices Sanjay Karol and N. Kotiswar Singh held that a contractual clause stating disputes "can be settled by arbitration" does not create a binding obligation to arbitrate. The issue before the Court was whether such permissive wording satisfies the statutory requirement of a clear and mandatory intention to refer disputes to arbitration.

Affirming the Bombay High Court's view, the Court ruled that an arbitration agreement must reflect a definite and enforceable commitment by parties to submit disputes to arbitration. Mere possibility or discretion—indicated by the term "can"—falls short of this threshold. The Court relied on its earlier ruling in **Jagdish Chander v. Ramesh Chander**, reiterating that the language must disclose a binding determination, not just an option.

4.ICJ Celebrates 80th Anniversary — Guterres Warns of Erosion of International Law

On April 17, 2026, the International Court of Justice held a solemn sitting at the Peace Palace, The Hague, to mark the 80th anniversary of its inaugural session (1946). UN Secretary-General António Guterres, Dutch King Willem-Alexander, UN General Assembly President Annalena Baerbock, and the President of the UN Security Council attended. Guterres warned that "violations of international law are unfolding before our eyes," citing Russia's continued attacks on Ukraine in defiance of ICJ orders, ongoing tensions in Gaza, and growing skepticism toward international institutions. He stressed that ICJ decisions — including provisional measures — are legally binding Charter obligations, not optional, and urged all states to recommit to peaceful settlement of disputes. ICJ President Iwasawa Yuji echoed concern about growing resistance to compliance and erosion of multilateralism.

5.ICC — Duterte Waives Appearance; Jurisdiction Ruling Imminent (Crimes Against Humanity)

Former Philippine President Rodrigo Duterte, held at Scheveningen prison, waived his right to appear (letter dated April 10) when the ICC Appeals Chamber delivers its landmark jurisdictional ruling on April 22. The **case — Prosecutor v. Duterte** — centers on crimes against humanity (murder) from his drug war (2011–2019). The core legal question, described as a "case of first impression," is whether the Philippines' 2019 withdrawal from the Rome Statute extinguishes the ICC's jurisdiction over crimes committed while it was still a member. Pre-Trial Chamber I in October 2025 had upheld jurisdiction; the Defence has appealed. Victim representatives noted that universal jurisdiction (Germany, Belgium, France) remains an alternative avenue if the ICC loses jurisdiction. The ruling will set a precedent on withdrawal and ongoing situations under the Rome Statute.

Weekly Focus

Case of the Week:Century Insurance Co Ltd v Northern Ireland Road Transport Board [1942]

Facts: In this landmark decision, a driver employed by the Northern Ireland Road Transport Board was transferring petrol from a tanker into an underground storage tank at a garage. During the process, he lit a cigarette, which ignited petrol fumes and caused a fire, damaging nearby property. The issue arose as to whether the employer (the Transport Board) could be held liable for the negligent act of its employee.

Issue (Question of Law): Whether the employer could be held **vicariously liable** for the negligent act of its employee when the act (lighting a cigarette) was not expressly authorized but occurred during the course of employment.

Held / Ratio: The House of Lords held the employer liable. It ruled that although lighting a cigarette was unauthorized and negligent, the employee was still acting **in the course of employment** while carrying out his duties of transferring petrol. The wrongful act was considered an improper mode of performing an authorized task.

Legal Principle: The case established that an employer is vicariously liable for acts of an employee if they are:

- Authorized acts done negligently, or
- Unauthorized acts so connected with authorized duties that they can be regarded as modes of doing them.

Significance: This case is a cornerstone in the law of **vicarious liability**, clarifying that liability depends on the connection between the employee's act and their employment, not merely on authorization.

PYQ Solution

What is State recognition? Draw a distinction between recognition de jure and de facto. (10 Marks, 2024)

State recognition in international law refers to the formal; acknowledgement by existing states that a political entity qualifies as a state under international law. This recognition involves accepting that the entity in question possesses the attributes of statehood, such as 2 defined territory, a permanent population, a government, and the capacity to enter into relations with other states, as outlined by the Montevideo Convention of 1933.

Without recognition, even if a political entity declares itself a state and fulfills the objective criteria of statehood, it may face difficulties in functioning effectively on the international stage.. Recognition can take two forms: de jure and de facto, each with its own implications and legal consequences.

Distinction Between De Jure and De Facto Recognition

Criteria	De Jure Recognition	De Facto Recognition
Meaning	Formal, full, and permanent recognition of a state or government as a sovereign entity.	Provisional, temporary acknowledgment of factual control over a territory, without full legal recognition.

Permanence	Generally permanent and not easily revocable.	Subject to change based on evolving political or legal circumstances.
Legal Status	Confers full legal status and rights under international Law.	Confers limited status, acknowledging control without full rights.
Rights and Privileges	Enjoys full diplomatic, legal, and political rights, including treaty-making and participation in international organizations.	Limited rights; diplomatic relations may be restricted, and participation in international organizations is often denied.
Basis	Based on compliance with all legal criteria for statehood or governance.	Based on factual control over territory and population, without regard to full legal legitimacy.
Example	Recognition of India after independence (1947).	Recognition of Taiwan's control over its territory, but without full statehood recognition
Withdrawal	Difficult to withdraw; can only occur under extraordinary circumstances (e.g., dissolution of a state).	Easier to withdraw if the entity loses control or fails to meet conditions of governance.

De Facto IAS