

## Weekly Update for Law Optional UPSC

A mix of Conceptual, Current/Contemporary Topics

**10th Aug - 18th Aug 2025**

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### 1. Consent to Arbitration Bars Later Challenge on Non-Arbitrability

**Case Title:** *Sanjit Singh Salwan & Ors. v. Sardar Inderjit Singh Salwan & Ors.* (SC, 2025)

The Supreme Court has clarified that once parties voluntarily consent to arbitration and secure a consent decree, they are stopped from later disputing the award on the ground of non-arbitrability.

**Background:** The dispute arose among trustees of the *Guru Tegh Bahadur Charitable Trust*. Initially, a suit for perpetual injunction was filed, but the Trial Court rejected the plaint under **Order VII Rule 11 CPC** as barred by **Section 92 CPC**. During the pendency of appeal, the parties submitted that they had resolved the matter via arbitration and sought disposal in terms of the settlement. Consequently, the District Court incorporated the arbitral award into a **consent decree**.

When the appellants later sought interim relief under **Section 9 of the Arbitration and Conciliation Act, 1996**, the respondents objected, arguing that disputes relating to charitable trusts are non-arbitrable. Both the Commercial Court and the High Court accepted this contention, declaring the award void.

**Supreme Court's Ruling:** Setting aside the lower courts' findings, the bench of **Justices Augustine George Masih and Atul S. Chandurkar** held that the **doctrine of estoppel by conduct and election** precludes the respondents from challenging arbitrability after having accepted and benefitted from the award. The Court emphasized:

- By consenting to arbitration and executing the settlement, the respondents induced the appellants to alter their position (withdrawing an FIR and parting with substantial sums).
- Once a party derives benefit from a consent decree, they cannot later approbate and reprobate by questioning its validity.

The Court further ruled that permitting such conduct would undermine the principles of **finality of arbitral settlements** and **sanctity of consent decrees**.

## 2. ECI To Publish Omitted Voters' List With Reasons, Allow Aadhaar For Claims

On August 14, 2025, the Supreme Court directed the Election Commission of India (ECI) to publish on the websites of Bihar's District Electoral Officers a district-wise list of nearly 65 lakh voters omitted from the draft electoral rolls prepared after the Special Intensive Revision (SIR). The Court further ordered that reasons for deletion—such as death, migration, or duplication—must be disclosed. This list is also to be uploaded on the Chief Electoral Officer, Bihar's website and must be **EPIC number searchable**.

The bench comprising **Justice Surya Kant** and **Justice Joymalya Bagchi** emphasized that transparency was essential to restore voter confidence. The Court rejected ECI's contention that sharing the omitted voters' details with political parties sufficed, observing that ordinary citizens should not be forced to depend on political agents to know their electoral status. The judges suggested a "layman-friendly" notice, ensuring that any excluded voter could easily confirm the reason for deletion.

Additionally, the Court directed that Aadhaar be expressly recognized among the acceptable documents for inclusion claims, alongside the 11 documents already listed by ECI. The Court stressed that this clarification must be widely publicized through newspapers, television, radio, and official social media, so voters are aware of their rights.

The order mandates that booth-level officers also display the omitted voters' lists physically at Block Development or Panchayat offices. The matter, arising out of petitions led by the **Association for Democratic Reforms (ADR)**, has been posted for further hearing on **August 22, 2025**.

## 3. Consumers Won't Confuse 'Blenders Pride' With 'London Pride'

**Case Title: Pernod Ricard India Pvt. Ltd. & Anr. v. Karanveer Singh Chhabra**

On August 13, 2025, the Supreme Court dismissed an appeal by **Pernod Ricard** seeking an interim injunction against the alleged infringement of its whisky brands *Blenders Pride* and *Imperial Blue* by the respondent's product *London Pride*.

The bench of **Justices JB Pardiwala** and **R Mahadevan** upheld the findings of the Indore Commercial Court and the Madhya Pradesh High Court, which had rejected Pernod Ricard's interim relief plea. The Court observed that the marks in question were not identical, and the word "*Pride*" is **publici juris**, being widely used in the liquor industry. The dominant elements – *Blenders*, *Imperial Blue*, and *London* – were visually and phonetically distinct, creating different overall impressions.

Applying the test of deceptive similarity, the Court reiterated that infringement is judged by the **likelihood of confusion** in the mind of an average consumer with imperfect recollection. However, since both products cater to the **premium and ultra-premium whisky segment**, the Court

reasoned that such consumers are discerning, exercise greater care, and are unlikely to be misled by trade dress or packaging.

The Court also rejected the appellant's allegation of counterfeiting, terming it speculative and unsupported by credible evidence. It criticized Pernod Ricard's "piecemeal" approach of combining unrelated features of its marks to argue infringement, clarifying that each mark must be assessed independently.

While denying interim relief, the Court clarified that its observations are limited to the interlocutory stage and the commercial suit will proceed on merits.

#### 4. SC Strikes Down Army's Gender-Based Seat Policy in JAG Branch

The Supreme Court has invalidated the Indian Army's policy of earmarking separate vacancies for men and women in the Judge Advocate General (JAG) branch, holding that appointments must be based purely on merit.

A bench of **Justices Dipankar Datta and Manmohan** ruled that the Army's practice of fixing six vacancies for men and only three for women, despite claiming a gender-neutral policy, violated **Articles 14 and 15** of the Constitution. The Court emphasized that *gender-neutrality* is distinct from *gender-equality*. While gender-equality implies providing equal representation to both sexes, gender-neutrality requires that selections be made **irrespective of gender**, solely on merit.

The Court explained: if an employer hires the same number of men and women, it reflects *equality*; if the employer selects the best candidates regardless of gender, it reflects *neutrality*. By capping women's positions despite their higher merit, the Army's approach undermined neutrality and effectively discriminated against deserving female candidates.

The bench stressed that *gender-neutrality* ensures not only equal opportunity but also unrestricted deployment across all roles and operational areas. Referring to **Gopika Nair & Ors. v. Union of India (2023)**, where more meritorious women were excluded despite a gender-neutral policy, the Court reiterated that less qualified men cannot be preferred over more qualified women.

Declaring the Army's fixation of women's seats unconstitutional, the Court directed that selection should strictly follow merit without gender-based classification.

#### 5. Israel's Approved Plan to Occupy Gaza City

Israel's Security Cabinet has approved a plan to militarily occupy Gaza City as part of a broader campaign against Hamas, aiming to neutralize militant threats and establish a security buffer, before transferring administrative control to an unnamed Arab civilian entity. The operation is projected to last several months and could result in the displacement of approximately one million Palestinians. As preparations intensify, Israeli authorities have already begun mass relocation efforts, moving civilians from conflict zones in Gaza City to southern areas.

From a legal standpoint, these developments raise serious concerns under international humanitarian law. Forced displacement of a civilian population, especially without genuine choice, may constitute a war crime or a crime against humanity, according to international bodies and legal experts International Commission of Jurists. The International Commission of Jurists has decried Israel's continuous displacement measures as efforts aimed at rendering life in Gaza

unsustainable—a potential indicator of intent to permanently remove Palestinians from their land. Likewise, experts and advocacy organizations have characterized past evacuation orders as examples of forcible transfers in breach of the Fourth Geneva Convention

Amnesty International has emphatically condemned the cabinet's decision as “outrageous,” warning that full military control of Gaza City is bound to result in mass atrocities and a serious erosion of humanitarian standards. Meanwhile, UN human rights authorities have voiced apprehensions that such an offensive could violate international law and significantly worsen the humanitarian crisis faced by civilians.

### Legal Issues :

- The **legality of forced displacement** of civilians without choice, potentially violating Article 49 of the Fourth Geneva Convention.
- The risk of **war crimes or crimes against humanity**, given the scale and nature of the relocation.
- The tension between Israel's stated security objectives and its obligations to protect civilian populations and uphold humanitarian law.

### Weekly Focus

#### **The Lotus Case (France v. Turkey, PCIJ 1927)**

**Facts:** The dispute arose from a collision on the high seas in 1926 between a French ship (S.S. *Lotus*) and a Turkish ship (*Boz-Kourt*), resulting in the sinking of the Turkish vessel and the death of eight Turkish nationals. Upon arrival in Constantinople, Turkey arrested and prosecuted Lieutenant Demons, the French officer on watch duty, for criminal negligence. France objected, arguing that only the flag state (France) had jurisdiction over incidents occurring on the high seas.

### Legal Issues

1. Whether Turkey violated international law by asserting criminal jurisdiction over a French national for an act committed on the high seas.
2. Whether the principle of exclusive flag-state jurisdiction applies absolutely to collisions on the high seas.

**Decision:** The PCIJ, by a narrow majority, held **in favor of Turkey**, declaring that:

- International law does not prohibit a state from exercising jurisdiction over foreign nationals for acts committed outside its territory, unless there is a specific rule forbidding it.
- Since no rule of international law barred Turkey from prosecuting Demons, Turkey's jurisdiction was valid.

The case established the “**Lotus Principle**”:

- **What is not expressly prohibited in international law is permitted.**
- States enjoy wide discretion in asserting jurisdiction, unless there is a specific prohibition under international law.

**Significance:** The decision affirmed the sovereignty and freedom of states in jurisdictional matters. It limited the scope of exclusive flag-state jurisdiction, allowing concurrent jurisdiction in certain cases. Although later developments (UNCLOS, 1982) have modified the position, the *Lotus* case remains a cornerstone in understanding **state jurisdiction and international law's permissive character**.

## PYQ Solution

**1. Every partner of a Limited Liability Partnership (LLP) for the purposes of its business is its agent but not that of other partners. Analyse the extent of liability of LLP and its partners. (10 Marks, 2024)**

The Limited Liability Partnership Act, 2008 (hereinafter "LLP Act") incorporates a hybrid model of partnership and company law. Section 26 of the LLP Act provides that "every partner of a limited liability partnership is, for the purpose of the business of the limited liability partnership, the agent of the limited liability partnership, but not of other partners." This provision determines the liability framework of the LLP and its partners.

**Agency Relationship:** Unlike in a traditional partnership under the Indian Partnership Act, 1932, where each partner is both principal and agent of the firm and the other partners (s.18 & s.19), in an LLP the agency is restricted. A partner is an agent of the LLP only, and not of the other partners. Thus, one partner's wrongful acts do not automatically bind the other partners personally.

**Extent of LLP's Liability:** Section 27(1) states that the LLP is liable for any wrongful act or omission of a partner committed in the course of business of the LLP or with its authority. The liability of the LLP is, therefore, unlimited to the extent of its assets. The LLP, as a separate legal entity, is the primary bearer of liability, much like a company under corporate law principles.

**Extent of Partners' Liability:** Section 28 clarifies that the liability of a partner is limited to his agreed contribution in the LLP. A partner is not personally liable for the independent or unauthorized acts of another partner. However, a partner is personally liable for his own wrongful acts or omissions (s.27(2)). Therefore, while the LLP shields partners from vicarious liability, it does not immunize them from personal misconduct or negligence.

**Judicial View:** Courts have emphasized the separate legal personality of the LLP. For instance, in *CIT v. Rajan & Co.* (though under partnership law), principles of attribution are relevant: liability follows the entity where the act is within the scope of business. The LLP structure reinforces this separation, in line with modern business demands.

In sum, the LLP bears primary liability for acts of its partners conducted in the ordinary course of business. Partners' liability is limited to their contribution, except for their own wrongful acts. Importantly, there is no doctrine of mutual agency amongst partners in an LLP. Thus, the LLP combines operational flexibility with the corporate virtue of limited liability, striking a balance between commercial efficiency and accountability.