[2025] 7 S.C.R. 55 : 2025 INSC 714

Siddhi Sandeep Ladda
v.
Consortium of National Law Universities and Another

(Civil Appeal No. 6907 of 2025)

07 May 2025

[B.R. Gavai* and Augustine George Masih, JJ.]

Issue for Consideration

Consortium of National Law Universities-respondent no.1 has been framing questions for the Common Law Admission Test (CLAT); In an examination, several questions and/or the answers were found to be not suitable; The High Court had passed an order with regard to various questions.

Headnotes†

Education – Law Education – Common Law Admission Test – Framing of questions – Six questions in dispute – Each question dealt with individually – Respondent no.1 directed to amend the answer key, revise the marksheet and re-publish/ notify the final list of candidates forthwith. [Paras 10-22, 23-32, 33-38, 39-45, 46-50, 51-59]

Education – Law Education – Common Law Admission Test – Framing of questions – Deprecation of:

Held: This Court must express its deep anguish regarding the callous and casual manner in which the respondent no.1 has been framing questions for the Common Law Admission Test, an examination on the basis of which meritorious candidates get entry into the prestigious National Law Universities across the country – In academic matters, the Courts are generally reluctant to interfere, inasmuch as they do not possess the requisite expertise for the same – However, when the academicians themselves act in a manner that adversely affects the career aspirations of lakhs of students, the Court is left with no alternative but to interfere. [Paras 4, 8]

Case Law Cited

Disha Panchal and Others v. Union of India through the Secretary and Others, **2018 INSC 553 : [2018] 5 SCR 12 : (2018) 17 SCC 278 – referred to.**

* Author

List of Acts

Constitution of India; Contract Act, 1872.

List of Keywords

Education; Law education; Common Law Admission Test; Framing of questions; National Law Universities; Improper conduct of CLAT; Monitoring examination; Academic matters; Career aspirations.

Case Arising From

CIVIL APPELLATE JURISDICTION: Civil Appeal No. 6907 of 2025

From the Judgment and Order dated 23.04.2025 of the High Court of Delhi at New Delhi in LPA No. 1250 of 2024

With

Civil Appeal Diary No. 24223 of 2025

Appearances for Parties

Advs. for the Appellant:
K K Venugopal, Gopal Sankaranarayanan, Deepak Nargolkar, Sr. Advs., Soumik Ghosal, Siddhant Kohli, Vishal Sinha, Ms. Samruthi Gangadhar, Gaurav Singh, Ashutosh Chaturvedi, Dhanesh Relan, Krishan Kumar, Nitin Pal, Harsh Kumar Singh.

Advs. for the Respondents:
Raj Shekhar Rao, Balbir Singh, Sr. Advs., Ms. Pritha Srikumar Iyer, Arun Sri Kumar, Shubhansh Thakur, Wamic Wasim, Anurag, Hanuman Singh, Abhishek Anand, Rahul Kumar, M. P. Devanath, Sameer Rohatgi, Namat Suri, Kartikey Singh, Udhyam Mukherjee.

Judgment / Order of the Supreme Court

Judgment

B.R. Gavai, J.

1. Leave granted.

2. These appeals take exception to the judgment and final order in LPA No.1250 of 2024 dated 23rd April 2025 passed by a Division Bench of the High Court of Delhi at New Delhi (hereinafter referred to as,

"High Court"). The Division Bench of the High Court was seized of the Letter Patents Appeals which were filed challenging the judgment and final order dated 20th December 2024 passed by a learned Single Judge of the High Court as well as a batch of Writ Petitions which were filed across various High Courts and which had been transferred to it by this Court.

3. We have heard Shri K. K. Venugopal and Shri Gopal Sankaranarayanan, learned Senior Counsel appearing for the Appellant; Shri Raj Shekhar Rao, learned Senior Counsel appearing for the Consortium of National Law Universities (hereinafter referred to as "Respondent No.1"); Shri Dhanesh Relan, learned counsel appearing for Respondent No.2; Shri Balbir Singh, learned Senior Counsel and other learned counsel appearing for the intervenor(s).

4. At the outset, we must express our deep anguish regarding the callous and casual manner in which the Respondent No.1 has been framing questions for the Common Law Admission Test (hereinafter referred to as, "CLAT"), an examination on the basis of which meritorious candidates get entry into the prestigious National Law Universities across the country.

5. This Court has on a previous occasion by way of a judgment in the case of ***Disha Panchal and Others v. Union of India through the Secretary and Others***[1]***,*** while dealing with a batch of petitions highlighting improper conduct of CLAT, observed thus:

> "**15.** We have dealt with the matter only from the stand point of how best to compensate the candidates who lost valuable time while undergoing test. We must record that we are not at all satisfied with the way the examination was conducted. The body which was given the task of conducting the examination was duty bound to ensure facilities of uninterrupted UPS and generator facility. The record indicates complete inadequacy on that point. We therefore direct Union of India in the Ministry of Human Resources and Development to appoint a Committee to look into the matter and take appropriate remedial

1 2018 INSC 553 : (2018) 17 SCC 278

> measures including penal action, if any, against the body which was entrusted with the task. The Committee so constituted shall also look into the aspect of having completely satisfactory arrangements in future so that no such instances are repeated or reoccur in coming years. **We must also observe that the idea of entrusting the task of monitoring the conduct of entire examination to different Law Universities every year also needs to be re-visited.** The agreement with the examination conducting body, which was placed on record indicates that as against the amount made over to such examination conducting body, the fees charged from the candidates are far in excess. The committee shall bestow consideration to all these aspects after having inputs from such sources as it may deem appropriate including Bar Council of India and make a detailed report to this Court within three months from today."
>
> (emphasis added)

6. It can thus be seen that this Court has constituted a committee to *inter-alia* look into the shortcomings in the conduct of CLAT. It can further be seen that this Court has specifically observed that the idea of entrusting the task of monitoring the conduct of the entire examination to different Law Universities every year also needs to be re-visited.

7. We are informed that though the said committee's report has been received, it has been placed before a Bench of this Court seized of WP(C) No. 600 of 2015 titled as "***Shamnad Basheer v. Union of India and Others***". The sole petitioner in the said matter, however, has passed away. We shall, accordingly, after dealing with the present matter pass an appropriate order in this regard.

8. Insofar as the present appeals are concerned, at the outset, we must state that in academic matters, the Courts are generally reluctant to interfere, inasmuch as they do not possess the requisite expertise for the same. However, when the academicians themselves act in a manner that adversely affects the career aspirations of lakhs of students, the Court is left with no alternative but to interfere.

9. From the impugned judgment and final order of the Division Bench of the High Court, it is clear that several questions and/or the answers thereto were found to be not suitable. The High Court had, therefore, passed an order with regard to various questions. However, in the present appeals, we are only concerned with six questions, i.e., **Question Nos. 56, 77, 78, 88, 115 and 116**. We shall deal with each question individually.

A. Question No. 56

10. The material provided alongwith Question No. 56 is as follows:

> "X. The 42nd Constitutional Amendment Act 1976 introduced the concept of environmental protection in an explicit manner into the Constitution though introduction of Article 48A and Article 51A(g). In many judgments, the Supreme Court ruled that both the State and its residents have a fundamental duty to preserve and protect their natural resources. The recent judgment obliquely makes way for an enforceable right, and a potential obligation on the state unless the same is overturned by an Act of Parliament.
>
> India is signatory of various international environmental conservation treaties under which India has the binding commitment to reduce carbon emission. During the COP 21, India signed Paris Agreement along with 196 countries, under which universally binding agreement was made to limit greenhouse gas emission to levels that would prevent global temperatures from increasing to more than 1.5 degree Celsius before the industrial revolution. India has committed to generating 50% of its energy through renewable resources and will generate 500 GW of energy from non-fossil fuels by 2030, reducing the carbon emission by 1 billion ton. Additionally, India has committed to achieve net zero carbon emission target by 2070.
>
> Supreme Court's March 21, 2024 verdict builds on the bulwark of jurisprudence in place since 1986, and, through various other judgments, the Supreme Court has recognized the right to clean environment along with right to clean air, water and soil free from pollution which is absolutely necessary for the enjoyment of life. Any disturbance with

these basic elements of environment would amount to violation of Article 21. It also establishes duty of the state to maintain ecological balance and hygienic environment. Although right to clear environment has existed, by recognizing the right against climate change it shall compel the states to prioritize environmental protection and sustainable development."

11. Question No. 56 and the answer options provided thereunder are as follows:

> "**56.** As per the aforementioned passage and decision of the Supreme Court:
>
> a. The fundamental duty to preserve and protect natural resources is upon the State only.
>
> b. Citizens alone have the fundamental duty to preserve and protect natural resources.
>
> c. Both the state and citizens have the duty to preserve and protect natural resources.
>
> d. State has the duty to maintain ecological balance and citizens have the right against climate change."

12. It can thus be seen that the answer option (a) that the fundamental duty to preserve and protect the natural resources is upon the State only, is totally wrong which is found to be so even on a perusal of the material provided.

13. Similarly, the answer option (b) that the citizens alone have the fundamental duty to preserve and protect natural resources, is equally wrong.

14. According to Respondent No.1, the answer option (d) that the State has the duty to maintain ecological balance and citizens have the right against climate change, is the correct option.

15. No doubt that if a candidate on a reading of the material provided and by applying logic and reason selects the answer option (d), it would be a correct answer.

16. However, before we reach a conclusion it will also be appropriate to refer to the answer option (c) which states that both the State and the Citizens have the duty to preserve natural resources.

17. Perusal of the first paragraph of the material provided by Respondent No.1 to answer Question No. 56 would reveal that it is stated in second sentence itself that in many judgments the Supreme Court ruled that both the State and its residents have a fundamental duty to preserve and protect their natural resources.

18. Shri Raj Shekhar Rao, learned Senior Counsel appearing for Respondent No.1, has attempted to justify the stand of Respondent No.1 by submitting that the phrase used in the second sentence is that "*it is the State and its residents*" who have a Fundamental Duty to protect and preserve their natural resources. According to Respondent No.1, therefore, the use of the word "citizens" as provided in answer option (c) is not appropriate and the only correct answer is option (d).

19. We are amazed that such a stand has been taken by Respondent No.1, which is expected to be led by scholars and experts in the field of legal education.

20. This Court, time and again, has emphasized that it is the duty of both the State and its citizens to protect and preserve the natural resources. We, therefore, fail to understand as to why a candidate who has marked answer option (c) should not be awarded the marks for this question.

21. Perusal of *paragraph 20* of the impugned judgment and final order passed by the Division Bench of the High Court would show that the High Court has come to the considered conclusion that option (d) is the only correct answer.

22. We, therefore, set aside the direction of the High Court *qua* Question No. 56 and further direct the Respondent No.1 to award positive marks to all the candidates who selected either answer option (c) or (d) and only those candidates who selected either answer option (a) or (b) should be given the negative marks in Question No. 56.

B. Question No. 77

23. Coming next to Question No. 77. The material provided for the said question is as follows:

> "XIII. The Contract Act 1872 deals with contract law in India, its rights, duties, and exceptions arising out of it. Section 2(h) of the Act gives us the definition of a contract,

which is simply an agreement enforceable by law. To understand the difference between void agreements and voidable contracts it is important to talk about sections 2(h), 2(a), 2(i), 2(d), 14, 16(3) and 15, 24-28 of the Indian Contract Act. Void agreements, are fundamentally invalid making them unenforceable by default.

These agreements cannot be fulfilled as they consist of illegal elements and they cannot be enforced even after subjecting it to both parties. However, in the case of voidable contract, the agreement is initially enforceable but it is later on denied at the option of either of the parties due to various reasons.

Unless rejected by a party, this contract will remain valid and enforceable. The party who is at the disadvantage due to any circumstance applicable to the contract has the ability to render the agreement void. A void agreement is void ab initio making it impossible to rectify any defects in it while voidable contracts can be rectified. In case of a void agreement, neither of the parties is subject to any compensation for any losses but voidable contracts have some remedies.

A valid agreement forms a contract that may again be either valid or voidable. The primary difference between a void agreement and voidable contract is that a void agreement cannot be converted into a contract."

23A. Question No. 77 and the options provided thereunder are as follows:

"**77.** An agreement made by an adult but involving a minor child where the signatory is a minor child himself, this agreement would be:

(a) A valid and enforceable agreement

(b) A voidable agreement

(c) A void agreement

(d) An agreement that cannot be enforced by the minor"

24. It is the contention of the Senior Counsel appearing on behalf of Respondent No.1, that even without having prior legal knowledge, upon reading of the material provided and by applying logic and reason, a candidate could have given the answer as answer option (b) i.e., a voidable agreement.

25. The Division Bench of the High Court has, however, in *paragraph 23* of the impugned judgment and final order come to the considered conclusion that to answer the said question, a candidate would require prior knowledge of law. The High Court, therefore, held Question No. 77 to be "Out of Syllabus" and directed that it be excluded and treated as withdrawn.

26. Even before us, it is sought to be urged by the learned counsel appearing on behalf of the Respondent No. 2 so also by the learned Senior Counsel/counsel appearing for the intervenors that answering the said question would not be possible unless a candidate has prior knowledge of law, specifically the Indian Contract Act, 1872. It is further contended that in the absence of such knowledge, it is not possible to give the correct answer to the said question.

27. It is clear that the modality that is adopted by Respondent No.1 in setting the question paper is one of providing basic information in the form of reading material which precedes the question or set of questions.

28. Perusal of the material provided for Question No. 77 would clearly reveal that if a candidate applies logic and reason, they would be able to make out a distinction between what is a void agreement, what is a voidable agreement and what is a valid and enforceable agreement.

29. A reading of the aforesaid material makes it amply clear that unless rejected by a party, a *voidable contract* will remain *valid and enforceable*. The party who is at a disadvantage due to any circumstance applicable to the contract has the ability to render the agreement *void*.

30. It is thus clear that an agreement made by an adult but involving a minor child where the signatory is a minor child himself, would not make such an agreement either valid and enforceable, or void or an agreement that cannot be enforced by the minor but it will make it a *voidable* agreement i.e., it will be rendered *void ab initio* when the minor who has signed it chooses to reject the same.

31. As such, we find that even without having any prior knowledge of law, upon appreciation of the material provided and by applying logic and reason, a candidate can arrive at the answer to Question No.77.

32. We, therefore, set aside the direction of the High Court *qua* Question No. 77 and further direct the Respondent No.1 to give positive marks to all those candidates who have given the answer as option (b) to the said question and all those candidates who have selected either option (a), (c) or (d) shall be given negative marks.

C. Question No. 78

33. Next is Question No. 78. The material provided for answering the said question is the same as that for Question No. 77.

34. Question No. 78 and the options provided thereunder are as follows:

> "**78.** Which of the following scenarios would most likely result in a void agreement?
>
> a. An agreement signed by someone under duress
>
> b. A contract with mutually agreed terms to sell a house.
>
> c. An agreement to pay 10 lakhs on getting a government job.
>
> d. A contract with a minor who understands the terms."

35. It is the contention of the learned counsel appearing on behalf of the Respondent No. 2 that the most appropriate answer is not option (c).

36. It is, however, the contention of the learned Senior Counsel appearing on behalf of Respondent No.1, that answer option (c) would be the correct answer.

37. The Division Bench of the High Court in *paragraph 25* of the impugned judgment and final order has also rejected the contentions raised therein with regard to the deletion of Question No. 78.

38. We are in agreement with the High Court that the answer option (c) is the correct answer for Question No. 78. We, therefore, do not interfere with the finding of the High Court insofar as Question No. 78 is concerned.

D. Question No. 88

39. Coming next to Question No. 88. The material provided for the said question is as follows:

> "Read the information carefully and answer the questions based on the seating arrangement:
>
> > "Ram, Shyam, Rohit, Mohit, Rohan, Sohan, Mohan, Rakesh and Suresh are sitting around a circle facing the centre. Rohit is third to the left of Ram. Rohan is fourth to the right of Ram. Mohit is fourth to the left of Suresh who is second to the right of Ram. Sohan is third to the right of Shyam. Mohan is not an immediate neighbour of Ram."

40. Question No. 88 and the options provided thereunder are as follows:

> "**88.** Who is second to the left of Rakesh?
>
> (a) Ram
>
> (b) Mohan
>
> (c) Mohit
>
> (d) Data inadequate"

41. We are informed that Respondent No.1 has itself deleted question No. 85, which reads thus:

> "**85.** What is Rakesh's position with respect to Rohan?
>
> (a) Eighth to the right of Ram
>
> (b) Fourth to the left
>
> (c) Fifth to the right
>
> (d) Fifth to the left"

42. It was the contention of the learned Senior Counsel appearing on behalf of the Respondent No.1 before the Division Bench of the High Court that the answer to Question No. 88 should be option (d).

43. The Division Bench of the High Court in *paragraph 33* of the impugned judgment and final order had decided not to interfere with the answer provided by Respondent No.1 to Question No. 88 i.e., answer option (d).

44. We, however, find that there is not a significant difference between Question No. 85 and 88. The material provided for Question No. 88 is also the same as that for Question No. 85. In our view, therefore, if the Respondent No.1 thought it fit to delete Question No. 85, it ought to have deleted Question No. 88 as well.

45. We, therefore, set aside the direction of the High Court *qua* Question No. 88 and further direct Respondent No.1 to delete Question No. 88.

E. Question Nos. 115

46. Next, we come to Question No. 115. The material provided for the said questions is as follows:

> "XXI. According to the estimates of the World Inequality Report 2022, in India, men earn 82 percent of the labour income, whereas women earn 18 percent of it. A woman agriculture field labourer makes Rs. 88 per day lesser than her male counterpart, according to the Ministry of Agriculture's data for 2020-21. While a man is paid Rs. 383 a day on an average, a woman makes a mere Rs. 294 a day. The gap in their daily wages is more than the cost of two kilograms of rice. This gap differs from State to State. Field laborers, for instance, make the most money in Kerala. While a man gets Rs. 789 per day, a woman is paid Rs. 537. While this is the highest amount paid to a woman labourer in a State, it is also Rs. 252 lesser than what her male counter part was paid. As of 2020-21, Tamil Nadu has the highest gender wage gap among agriculture field laborers at 112 per cent. It is followed by Goa (61 per cent) and Kerala. The wage gap in the lowest in Jharkhand and Gujarat (6 per cent), but the women laborers there get paid Rs. 239 and Rs. 247 per day, respectively.
>
> Men earn more than women across all forms of work, the gap greatest for the self-employed. In 2023, male self-employed workers earned 2.8 times that of women. In contrast, male regular wage workers earned 24% more than woman and male casual workers earned 48% more. The gender gap in earnings is still a persistent phenomenon. However, there are differences in trends. The gender gap has increased for self-employed workers, while falling for regular wage workers. Male regular wage workers earned

> 34% more than women from 2019 to 2022, with the gap falling to 24% in 2023."

47. Question No. 115 and the options provided thereunder are as follows:

> "115. If the wages paid to men working in agricultural sector in Goa are Rs. 335 on an average, what is the amount of wages paid to women in the region.
>
> (a) Rs. 204 approx.
>
> (b) Rs. 330 approx.
>
> (c) Rs. 239 approx.
>
> (d) None of these"

48. It can be seen that the Division Bench of the High Court, in *paragraph 44* of the impugned judgment and final order, came to the conclusion that as the Respondent No.1 had itself given a wrong option as the answer, marks shall be granted to only those candidates who had attempted the Question No. 115.

49. We, however, on a perusal of the material provided, find that for answering Question No. 115, the candidates will have to undergo a detailed mathematics analysis, which is not expected in an objective test.

50. We, therefore, set aside the direction issued by the Division Bench of the High Court *qua* Question No. 115 and further direct Respondent No.1 to delete Question No. 115.

F. Question No. 116

51. Last, we come to Question No. 116. The material provided for answering the said question is the same as that for Question No. 115.

52. Question Nos. 116 and the options provided thereunder are as follows:

> "116. With reference to the information in Ques. 115 above, which region of the below mentioned states offers the least wages to the women workers in any sector.
>
> (a) Gujarat
>
> (b) Goa
>
> (c) Kerala
>
> (d) Jharkhand"

53. Perusal of Question No. 116 reveals that the said question is based on the information provided in Question No. 115. Therefore, if Question No. 115 is deleted, Question No. 116 must also be deleted as a necessary corollary.

54. The Division Bench of the High Court, however, found that there was a cross referencing error in Question No. 116 in Sets 'B', 'C' and 'D' only. It, therefore, in *paragraph 46* of the impugned judgment and order directed that all candidates with Sets 'B', 'C' and 'D' be granted marks. The same relief was not granted to candidates with Set 'A' since Set 'A' did not have this error.

55. Shri Rao, learned Senior Counsel for Respondent No.1 submits that the finding of the Division Bench of the High Court is correct but the consequential direction is not appropriate. It is further fairly submitted that Respondent No.1 is willing to withdraw the question across all four sets so as to ensure that all candidates are scored out of the same total number of questions.

56. We find that in order to put all the candidates on equal footing, Question No. 116 be deleted from all the Sets as well.

57. We, therefore, set aside the direction of the Division Bench of the High Court *qua* Question No. 116 and further direct Respondent No.1 to delete Question No. 116.

58. In the result, we dispose of the appeals and all the intervention/ impleadment application(s), by modifying the judgment and final order dated 23rd April 2025 passed by the Division Bench of the High Court to the above extent.

59. We direct the Respondent No.1 to amend the answer key, revise the marksheet and re-publish/notify the final list of candidates forthwith and commence with the counselling within 2 weeks from today.

60. Pending application(s), if any, shall stand disposed of.

Result of the case: Appeals disposed of.

†*Headnotes prepared by:* Ankit Gyan