

NIOS — Class 12th

Tutor Marked Assignment (TMA)

Introduction to Law (338)

Session: 2025-2026 | Maximum Marks: 20

Gyantech Guru ji | 9518616764 | [youtube.com/@GyanTechGuruJi](https://www.youtube.com/@GyanTechGuruJi)

Question 1 (Any One) — 2 Marks

Q.1(a): Examine how the Council of Ministers is collectively responsible to the Legislative Assembly of the State. (Lesson-21)

Answer:

The doctrine of Collective Responsibility is a cornerstone of the Parliamentary System of Government in India, enshrined in Article 164(2) of the Indian Constitution for State Governments.

1. **Collective Accountability:** The Council of Ministers at the State level is collectively responsible to the State Legislative Assembly (Vidhan Sabha). This means that all ministers stand or fall together — if the Council loses the confidence of the Vidhan Sabha, all ministers, including the Chief Minister, must resign.
2. **Vote of No Confidence:** The Vidhan Sabha can pass a Vote of No Confidence (Vote of Censure) against the Council of Ministers as a whole. If passed, the entire Council must resign, even if an individual minister personally enjoys majority support.
3. **Cabinet Solidarity:** All ministers must publicly support Cabinet decisions, even if they personally disagreed during Cabinet discussions. Any minister who cannot support a Cabinet decision is expected to resign.

This principle ensures that the executive remains accountable to the elected legislature, maintaining democratic governance and the spirit of the Parliamentary system at the State level.

Question 2 (Any One) — 2 Marks

Q.2(a): Critically examine the role of Lok Adalats in providing cheaper and speedy justice to the people. (Lesson-5)

Answer:

Lok Adalats (People's Courts) are alternative dispute resolution forums established under the Legal Services Authorities Act, 1987, to provide quick and affordable justice outside the formal court system.

Positive Role:

1. **No Court Fees:** There is no court fee for cases referred to Lok Adalats, and even if a fee was paid earlier, it is refunded upon settlement, making justice accessible to the poor.
2. **Speedy Disposal:** Cases are settled quickly through mutual agreement without lengthy trials, hearings, or appeals, significantly reducing the burden on the regular courts.
3. **Award is Final:** The award passed by a Lok Adalat is deemed a decree of a Civil Court, is binding on both parties, and is not appealable — ensuring finality.

Limitations:

4. Limited Jurisdiction: Lok Adalats can only handle cases that are settled by mutual consent — they cannot decide criminal cases (other than compoundable offences) and cannot impose verdicts.
5. Pressure to Settle: Parties may sometimes feel pressured to accept settlements, which may not always reflect true justice.

Overall, Lok Adalats play a vital role in reducing pendency and providing accessible, informal justice to weaker sections of society, though their scope remains limited to compoundable and civil matters.

Question 3 (Any One) — 2 Marks

Q.3(b): Critically analyse the salient features of the Indian Constitution. (Lesson-17)

Answer:

The Indian Constitution, adopted on 26th November 1949 and effective from 26th January 1950, is the supreme law of India. Its salient features are:

1. Longest Written Constitution: India's Constitution is the most detailed written constitution in the world, with originally 395 Articles, 8 Schedules, and 22 Parts (now amended extensively), covering all aspects of governance.
2. Quasi-Federal Structure: India has a federal structure with a strong Centre — power is divided between the Union and States through three lists (Union, State, Concurrent), but during emergencies, the Centre can override State powers.
3. Parliamentary Form of Government: India follows a Westminster-style Parliamentary system where the executive is responsible to the legislature at both Centre (Lok Sabha) and State (Vidhan Sabha) levels.
4. Fundamental Rights (Part III): Articles 12-35 guarantee six fundamental rights to citizens — Right to Equality, Right to Freedom, Right against Exploitation, Right to Freedom of Religion, Cultural and Educational Rights, and Right to Constitutional Remedies.
5. Directive Principles of State Policy (Part IV): These are non-justiciable guidelines for the State to ensure social and economic justice, aiming to establish a welfare state.
6. Partly Rigid, Partly Flexible: Some constitutional provisions can be amended by a simple majority of Parliament, while others require a special majority plus ratification by at least half the State legislatures.

These features make the Indian Constitution a unique, comprehensive, and adaptive framework for democratic governance.

Question 4 (Any One) — 4 Marks

Q.4(a): Examine the Emergency Provisions of the Indian Constitution. (Lesson-21)

Answer:

The Indian Constitution provides for Emergency Provisions under Part XVIII (Articles 352-360) to enable the Central Government to deal with extraordinary situations that threaten the nation's security, integrity, and financial stability. There are three types of emergencies:

1. National Emergency (Article 352):

1. Grounds: Can be proclaimed by the President on the advice of the Cabinet when the security of India or a part thereof is threatened by war, external aggression, or armed rebellion (earlier called 'internal disturbance').

2. Effect: The Union Parliament can legislate on State List subjects; Fundamental Rights (except Articles 20 and 21) can be suspended; and the federal structure converts into a unitary one.
3. Approval: Must be approved by both Houses of Parliament by a special majority (2/3rd majority of members present and voting AND more than 50% of total membership) within one month.
4. Invoked: Has been proclaimed three times — 1962 (Chinese aggression), 1971 (Indo-Pak war), and 1975 (internal disturbance, the 'Emergency' period).

2. President's Rule / State Emergency (Article 356):

5. Grounds: Proclaimed when the President, on the Governor's report or otherwise, is satisfied that the constitutional machinery in a State has failed.
6. Effect: The State's legislative and executive powers are taken over by the Central Government; the State Legislature may be suspended or dissolved.
7. Duration: Initially for 2 months, extendable up to 3 years with parliamentary approval every 6 months. After the 44th Constitutional Amendment, re-imposition requires judicial scrutiny (Bommai Case, 1994).

3. Financial Emergency (Article 360):

8. Grounds: When the President is satisfied that the financial stability or credit of India or any State is threatened.
9. Effect: The Central Government can direct States on financial matters; salaries of government servants including judges can be reduced.
10. Note: A Financial Emergency has never been proclaimed in India so far.

Safeguards against Misuse:

After the 44th Amendment (1978), important safeguards were added — the Cabinet's written recommendation is mandatory for National Emergency; Parliament's approval within one month is required; and the Supreme Court can judicially review the proclamation of Emergency.

These emergency provisions, while potentially enabling centralisation of power, are essential safety valves for maintaining national unity and stability in extraordinary circumstances.

Question 5 (Any One) — 4 Marks

Q.5(b): Compare and Contrast Hindu and Muslim Law of Succession. (Lesson-3)

Answer:

The laws of succession governing Hindus and Muslims in India differ significantly in their sources, principles, and mode of distribution of property.

Hindu Law of Succession:

1. Governed by: The Hindu Succession Act, 1956 (amended in 2005 to give daughters equal rights as sons in ancestral/coparcenary property).
2. Nature: Distinguishes between ancestral property (joint family/coparcenary property under Mitakshara system) and self-acquired property.
3. Class I Heirs (self-acquired): Son, daughter, widow, mother, son of a predeceased son, daughter of a predeceased son, etc., inherit simultaneously and equally.
4. Daughter's Rights: After the 2005 amendment, daughters have the same rights as sons in ancestral (coparcenary) property by birth — a landmark change in gender equality.
5. Testamentary Succession: A Hindu can will away his/her self-acquired property to anyone, including outsiders.

Muslim Law of Succession:

6. Governed by: Muslim Personal Law (Shariat) Application Act, 1937. There is no uniform codified Muslim succession law — Sunnis follow Hanafi law, while Shias follow their own school.
7. Nature: Muslim law does NOT recognise the concept of a joint family or coparcenary. All property is treated as separate individual property.
8. Fixed Shares (Quranic Heirs): The Quran prescribes fixed, mandatory shares for heirs (called 'Sharers' or Quranic heirs), and the remaining property goes to 'Residuaries' (agnatic heirs).
9. Daughter's Rights: Daughters get half the share of a son ('to a male, the equivalent of the share of two females') — unlike Hindu law where sons and daughters now get equal shares.
10. Testamentary Succession: A Muslim cannot will away more than 1/3rd of their property; bequests to legal heirs are void unless consented to by all other heirs.

Key Differences at a Glance:

- Hindu law recognises coparcenary/joint family property; Muslim law does not.
- Under Hindu law (after 2005 amendment), sons and daughters have equal rights; under Muslim law, daughters get half the share of sons.
- A Hindu can will away all self-acquired property freely; a Muslim can only will 1/3rd of total property.
- Hindu succession is codified uniformly; Muslim succession varies by sect (Sunni/Shia).

These differences reflect the distinct religious and cultural foundations of both personal law systems, and calls for a Uniform Civil Code (Article 44, DPSP) continue in India's legal discourse.

Question 6 (Any One) — 6 Marks [Project]

Q.6(b): Consumer Dispute — Sukhvinder vs. Sona Cabs (District Consumer Dispute Redressal Commission). (Lesson-28)

Answer:

= 49

Brief Facts of the Case:

Sukhvinder, a 40-year-old businessman from Punjab, booked a 'Sona Prime Sedan' on M/s Sona Cabs app for an 80 km journey, for which he was expressly promised an air-conditioned vehicle. During the entire journey, the AC was non-functional, causing extreme discomfort. He had no recourse to complain during the journey. He paid Rs. 2,000 as fare. Post-journey, Sona Cabs accepted in writing (via email) that AC was part of the service but refused a refund and offered a mere Rs. 100 coupon. Sukhvinder approaches the District Consumer Dispute Redressal Commission (DCDRC).

(i) Grounds Available to Sukhvinder for Refund of Money:

1. Deficiency in Service [Section 2(11) of the Consumer Protection Act, 2019]: Sona Cabs promised an air-conditioned vehicle as part of the contracted service, but failed to deliver it throughout the 80 km journey. This constitutes a clear deficiency in service as defined under the Consumer Protection Act, 2019.
2. Unfair Trade Practice [Section 2(47)]: By advertising and booking a 'Sona Prime Sedan' with AC and then providing a vehicle with a non-functional AC without offering any remedy during the journey, Sona Cabs engaged in an unfair trade practice by misrepresenting the quality of service.
3. Breach of Contract: Sukhvinder entered into a contractual agreement with Sona Cabs for a specific service (AC vehicle). The failure to provide the promised AC facility constitutes a breach of contract, entitling him to a remedy.

4. **Fraudulent Offer of Inadequate Compensation:** Sona Cabs' offer of a mere Rs. 100 coupon (5% of the Rs. 2,000 fare) in lieu of actual compensation for deficient service is grossly inadequate and reflects the company's failure to address legitimate consumer grievance.
5. **Acknowledgement by Sona Cabs:** Sona Cabs' own email admitting that AC was included in the service but refusing a refund actually strengthens Sukhvinder's case, as it constitutes an admission of deficiency without adequate remedy.

(ii) Relief Sukhvinder Can Seek from the District Consumer Dispute Redressal Commission:

6. **Full Refund of Fare:** Sukhvinder can claim a full refund of Rs. 2,000 paid as cab fare, since the promised service (AC vehicle) was not delivered.
7. **Compensation for Mental Agony and Physical Discomfort:** Under Section 39(1)(d) of the Consumer Protection Act, 2019, he can seek compensation for the physical discomfort, mental harassment, and inconvenience suffered during the entire 80 km journey in a non-AC vehicle.
8. **Litigation Costs:** He can seek reimbursement of the costs incurred in pursuing the consumer complaint before the Commission.
9. **Punitive Damages:** The Commission may, in appropriate cases, award punitive/exemplary damages against Sona Cabs to deter such unfair practices against consumers in the future.
10. **Direction to Improve Services:** The Commission may also issue directions to Sona Cabs to ensure that the promised services are actually delivered to consumers and that complaint mechanisms are made available during journeys.

(iii) Relevant Laws and Case Laws:

11. **Consumer Protection Act, 2019:** Primary legislation governing consumer rights in India. Section 2(11) defines 'Deficiency in Service'; Section 2(47) defines 'Unfair Trade Practice'; Section 35 provides for filing consumer complaints before the District Commission.
12. **Indian Contract Act, 1872:** The booking of the cab via the app constitutes a valid contract (offer, acceptance, consideration). Non-performance of the promised service (AC vehicle) is a breach of contract, giving rise to a right to claim damages under Sections 73 and 74 of the Indian Contract Act.
13. **Relevant Case Laws:**
 - **M/s Spring Meadows Hospital & Anr. v. Harjol Ahluwalia (1998) 4 SCC 39** — The Supreme Court held that deficiency in service under the Consumer Protection Act encompasses any fault, imperfection, shortcoming, or inadequacy in the quality, nature, and manner of performance required to be maintained.
 - **Lucknow Development Authority v. M.K. Gupta (1994) 1 SCC 243** — The Supreme Court laid down that compensation can be awarded for harassment and mental agony suffered due to deficiency in service by a service provider.
 - **Ghaziabad Development Authority v. Balbir Singh (2004) 5 SCC 65** — The Supreme Court held that compensation for mental harassment and agony is a legitimate relief to be granted by Consumer Forums.
 - **National Consumer Disputes Redressal Commission (NCDRC) Judgments:** Numerous cases have upheld that cab aggregators and transport companies providing specific service promises (like AC) but failing to deliver them are liable for deficiency in service and must compensate consumers adequately.

Conclusion:

Sukhvinder has a very strong case before the District Consumer Dispute Redressal Commission. Sona Cabs' written admission (via email) that AC was part of the service, combined with their refusal to provide a proper refund, constitutes both deficiency in service and unfair trade practice under the Consumer Protection Act, 2019. The Commission can award a full refund, compensation for discomfort and mental agony, and litigation costs against Sona Cabs. This case also highlights the need for ride-hailing platforms to ensure real-time grievance redressal mechanisms for consumers during journeys.

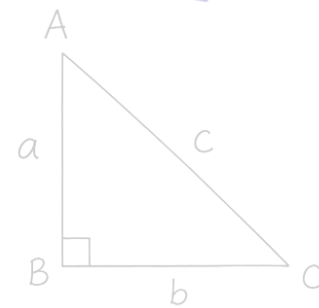
— End of TMA Solution (Introduction to Law 338) —

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If $x^2 + y^2 = 25$
and $xy = 12$
then $(x + y)^2 = ?$

$$\begin{aligned}(x + y)^2 &= x^2 + y^2 + 2xy \\ &= 25 + 2(12) \\ &= 25 + 24 \\ &= 49\end{aligned}$$



$$a^2 + b^2 = c^2$$

$$x = \frac{-b \pm \sqrt{b^2 - 4ac}}{2a}$$

 **GyanTech Guru ji**
9518616764