



2025:DHC:4799-DB



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ W.P.(C) 7997/2025, CM APPL. 35046/2025, CM APPL. 35047/2025, CM APPL. 35048/2025 & CM APPL. 35049/2025
SHUBHAM MISHRAPetitioner

Through: Ms. Shyel Trehan, Sr. Adv.
with Mr. Ashish Kumar Pandey, Mr. Aman Naqvi, Mr. Rohan Poddar, Mr. Ryan Sinha and Ms. Vidhi Jain, Advs.

versus

HIGH COURT OF DELHI & ANR.Respondents
Through: Ms. Aakanksha Kaul,
Mr. Aman Sahani and Ms. Ashima Chopra,
Advs.

CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR
HON'BLE MR. JUSTICE AJAY DIGPAUL

JUDGMENT (ORAL)

% **29.05.2025**

C. HARI SHANKAR, J.

1. This is a petition by a candidate who aspires to enter into the Delhi Judicial Service, for which purpose the petitioner had undertaken the Delhi Judicial Service Examination, 2023.

2. The petitioner's contention is that the suggested answer for question number 11 (iv) of Paper-II (Civil Law-I) of the Delhi Judicial Service Examination, 2023, is incorrect.

3. The question and the suggested answers read thus:



“11. Please state whether each of the following statements is true or false.

(Only either 'true' or 'false' is to be written, and nothing else.)

(iv) An Agreement, where both the parties are under a mistake as to a matter of fact,
is voidable at the option of either of the parties.

Suggested answer-True

4. The contention of the petitioner is that, in view of Section 22¹ of the Contract Act, 1872, the correct answer has to be “False” and not “True”.

5. An identical challenge has come up before this Court on two earlier occasions, first in *Shobhin Bali v Registrar General*² and later in *Abhin Narula v Registrar General*³.

6. In *Shobhin Bali*, the Coordinate Bench of this Court had held that, even if the stand of the petitioner was plausible, the matter was outside the province of judicial interference, as the view of the examiner who had considered the representation of the candidate and attempted to justify the answer suggested had to be accorded respect.

7. That matter had travelled to the Supreme Court which, by the following order, had dismissed the SLP:

“We have heard learned counsel for the petitioner, at length.

¹22. **Contract caused by mistake of one party as to matter of fact.**—A contract is not voidable merely because it was caused by one of the parties to it being under a mistake as to matter of fact.

² 2025 SCC OnLine Del 911

³ 2025 SCC OnLine Del 2997



We are not inclined to interfere in the matter.

The Special Leave Petition is hence, dismissed. Pending application(s), if any, shall stand disposed of.”

8. In that view of the matter, we, in our judgment in **Abhin Narula**, did not deem it appropriate to interfere and dismissed the writ petition.

9. Ms. Shyel Trehan, learned Senior Counsel for the petitioner attempts to distinguish the present case from **Shobhin Bali** and **Abhin Narula**. She refers to a finding in **Abhin Narula** that, even had the petitioner got the benefit of his stand *qua* the aforesaid question, the petitioner would still not have qualified.

10. Ms. Trehan submits that, as against that, if the present petitioner had been granted two extra marks for the answer attempted in respect of question number 11 (iv), being a candidate suffering from disabilities, he would have qualified.

11. Ms. Aakanksha Kaul, appearing for the Delhi High Court, disputes this contention and submits that the petitioner may still not have qualified, as all candidates with disabilities who had attempted this question would be entitled to two additional marks.

12. We do not deem it necessary to enter into this aspect, as the primary ground on which we have rejected the petition in **Abhin Narula**, following the earlier decision in **Shobhin Bali**, was that, once the examiner had considered the representation made by the candidate,



2025:DHC:4799-DB



the power of the Court to interfere was heavily circumscribed.

13. In the interests of consistency, it is not possible for us to take a different view in this case.

14. Though we are aware of the fact that the petitioner had initially approached the Supreme Court under Article 32 of the Constitution of India and was directed to approach this Court, we regret that, in the above facts, we are not in a position to interfere.

15. Accordingly, we dismiss this writ petition in *limine*.

C. HARI SHANKAR, J.

AJAY DIGPAUL, J.

MAY 29, 2025/an

[Click here to check corrigendum, if any](#)