

Conclusive opposite
his name in the
memorandum



**ASSIGN
BUSTER**

Conclusive Proof: Conclusive presumptions are inferences which the law makes so peremptorily that it will not allow them to be overturned by any contrary proof, however strong. This is the strongest of all presumptions. Ss. 41, 112 and 113 of the Evidence Act and S.

82 of the Indian Penal Code are Illustrations of irrefutable presumptions. S. 41 lays down that final judgments in probate, matrimonial, admiralty or insolvency jurisdictions are conclusive in certain respects. S.

112 lays down that if a person is born during the continuance of a valid marriage between his mother and any man, or within 280 days after its dissolution, the mother remaining unmarried, then, unless non-access is proved, it is a conclusive proof of his legitimacy. S. 113 lays down that a notification in the Official Gazette of a cession of territory to a Native State is conclusive proof that a valid cession took place on the date mentioned in the notification. Likewise, S. 82 of the I. P.

C. lays down that nothing is an offence which is done by a child who is under seven years of age. Similarly, under the provisions of the Companies Act, the Certificate of the Registrar of Companies is conclusive evidence that each subscriber wrote opposite his name in the Memorandum of Association the number of shares taken by him. Or again, the statement in an Order of a Court is conclusive of what happened before the Presiding Officer of such Court. In all these cases, no party before the Court is allowed to produce any evidence to disprove or displace such a presumption.