

Roll No.....

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 6

Total number of printed pages : 3

**NOTE :** Answer **ALL** Questions.

1. Comment on the following statements :

- (a) Terms and Conditions in the Agreement to Sell/Purchase.
- (b) Essentials of a Promissory Note.
- (c) Formulation of a Legal opinion needs certain precautionary measure.
- (d) Essentials of a Written statement.

(5 marks each)

**Attempt all parts of either Q. No. 2 or Q. No. 2A**

2. Write notes on the following :

- (a) Recitals
- (b) Click-wrap or Web-wrap Agreements
- (c) Outsourcing Agreements
- (d) Expert's opinion.

(4 marks each)

**OR (Alternate question to Q. No. 2)**

2A. Explain the following :

- (i) Requisites of a complaint along with relevant case laws.
- (ii) Compounding of offences under the Securities and Exchanges Board of India (SEBI) Act, 1992.
- (iii) Assignment of Policies of Insurance.
- (iv) Elements of Debenture Trust Deed.

(4 marks each)

*Attempt all parts of either Q. No. 3 or Q. No. 3A*

3. Distinguish between the following :

- (a) Drafting and Documentation
- (b) Prohibition and Certiorari
- (c) English mortgage and Usufructuary mortgage
- (d) Agreement among partners of Partnership Firm and Agreement among the members of a Co-operative Society.

*(4 marks each)*

**OR (Alternate question to Q. No. 3)**

3A. Write notes on the following :

- (i) Components of Deed
- (ii) Special Leave Petition (SLP)
- (iii) Revocable and Irrevocable Power of Attorney
- (iv) Advocacy Tips.

*(4 marks each)*

4. (a) Draft a Specimen Agreement on behalf of a firm M/s ABC to hypothecate goods to secure fixed Loan from Axis Bank. Assume data.

*(8 marks)*

(b) Draft a Bail application on behalf of the Director of a company who has been falsely implicated for financial irregularities in the company. Assume data if required.

*(8 marks)*

5. (a) Enumerate the Appellate Authorities under the Securities and Exchange Board of India Act (SEBI), 1992.  
(4 marks)
- (b) Draft a deed of Agreement of Admission of Sushma as a third partner w.e.f. 1st September, 2018, into the already established firm of Seema and Reshma running a sweet shop. Assume data.  
(6 marks)
- (c) Define 'Will' and explain its essential characteristics. Is there any requirement to get it stamped and registered ?  
(6 marks)
6. (a) 'A', a landlord in Ahmedabad, engaged a servant to do household work, on a monthly salary of ₹ 5,000 plus food and clothing. After serving 'A' for a fortnight, the servant disappeared and it was found that the servant had taken away A's gold watch, shirt with gold buttons, a purse which contained ₹ 20,000 and one silver flower pot.  
Draft a complaint before First class Magistrate Ahmedabad.  
(8 marks)
- (b) Draft an Affidavit of a creditor in proof of his debt in proceeding for the liquidation of Company. Assume data.  
(8 marks)

Roll No.....

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 6

Total number of printed pages : 3

**NOTE :** Answer **ALL** Questions.

1. Comment on the following :

- (a) A will does not require to be registered.
  - (b) A Power of Attorney must be strictly construed.
  - (c) *Amino attestendi*
  - (d) A debtor cannot claim or take advantage of non-payment of consideration for assignment.
- (5 marks each)

**Attempt all parts of either Q. No. 2 or Q. No. 2A**

2. Explain the following :

- (a) Statement of a case by Appellate Tribunal to the Supreme Court of India under the Income Tax Act, 1961.
- (b) Interlocutory orders
- (c) Objects of Pleadings
- (d) Extinction of a Trust.

(4 marks each)

**OR (Alternate question to Q. No. 2)**

2A. Explain the following :

- (i) Legality of a written deed for performing a promise in near future.
- (ii) Utility of arbitration
- (iii) Electronic or e-contracts
- (iv) Building contracts

(4 marks each)

*Attempt all parts of either Q. No. 3 or Q. No. 3A*

3. Distinguish between the following :

- (a) *Habeas corpus* and *Quo warranto*
- (b) Release and re-conveyance of mortgaged assets
- (c) Compounding and consent orders
- (d) Power of Attorney and Letter of Authority

(4 marks each)

**OR (Alternate question to Q. No. 3)**

3A. Write notes on the following :

- (i) Shareholders' agreements
- (ii) Plaint structure
- (iii) Court craft
- (iv) *Habendum*

(4 marks each)

4. In the light of judicial pronouncements, discuss the following :

- (a) A restriction which is not specified in the Articles of Association is not binding either on the company or the shareholders.
- (b) Surrender of lease is not a transfer but a mere yielding up by the lessee of his interest under the lease to the lessor by mutual agreement.
- (c) Transfer of immovable property by way of sale can be effected only by a deed of conveyance.
- (d) Articles of Association regulate the internal management of a company.

(4 marks each)

: 3 :

5. (a) It is incumbent upon a party in possession of best evidence on the issue involved to produce such evidence and if such party fails to produce the same, an adverse inference is liable to drawn against such party. Explain.  
(4 marks)
- (b) A group of fashion designers, Akshita, Haritha and Hemalatha propose to form a Limited Liability Partnership (LLP). They seek your professional guidance on the drafting of the following clauses in the LLP Agreement :
- (i) Admission of new partner  
(ii) Extent of liability of the LLP  
(iii) Arbitration  
(6 marks)
- (c) Draft a specimen Deed of Assignment of a Patent. Assume data.  
(6 marks)
6. (a) Aviksh is the owner of a flat (Flat No. 304, admeasuring 1500 sq. ft.) in Poornaprajna Co-operative Housing Society Ltd.; the ownership of the said flat is evidenced by Share Certificate No. PP 37. Aviksh now proposes to sell this flat to Sudharshini for a total consideration of ₹ 45 lakh. It is agreed that ₹ 15 lakh would be paid as earnest money at the time of execution of agreement to sell and the balance amount of ₹ 30 lakh would be paid upon execution of the deed of conveyance.  
Draft an agreement to sell based on the above facts. Assume other data, where necessary.  
(8 marks)
- (b) Explain the provisions of Appeal under Civil Procedure Code, 1908. What points are to be considered while drafting an appeal ?  
(8 marks)

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Roll No.....

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 6

Total number of printed pages : 3

**NOTE :** Answer **ALL** Questions.

1. Comment on the following statements :

- (a) Things that should be avoided while drafting a document.
- (b) Drafting and Conveyancing have same meaning and are interchangeable words.
- (c) How is a del credere agent different from other types of agents ?
- (d) Rules of Interpretation.

(5 marks each)

**Attempt all parts of either Q. No. 2 or Q. No. 2A**

2. Write notes on the following :

- (a) Subrogation of Surety to the right of Creditors
- (b) Shrink Wrap Agreement
- (c) Pre-incorporation Contracts
- (d) Onerous Gift.

(4 marks each)

**OR (Alternate question to Q. No. 2)**

2A. Write notes on the following :

- (i) Slump Sale agreement
- (ii) Plaintiff structure
- (iii) Rules of Adverse Inference
- (iv) Consent Order

(4 marks each)

*Attempt all parts of either Q. No. 3 or Q. No. 3A*

3. Distinguish between the following :

- (a) FIR and Complaint
- (b) Lease and License
- (c) Memorandum of Association and Articles of Association
- (d) Conveyance and Contract

*(4 marks each)*

**OR (Alternate question to Q. No. 3)**

3A. (i) What is an affidavit ? What are the rules that should be remembered while drafting an affidavit ?

*(2+4 marks)*

(ii) 'A' has filed a suit against 'B' for recovering possession of an agricultural land amounting to rupees 5 Lakh. 'B' contends that he is the owner of property and not a tenant. In first instance Court rejects the defence of 'B' and passes a decree for possession of property in Execution.

Now 'B' has filed an appeal against execution of decree. 'B' wants the execution of decree to be stayed. Draft an application as an advocate of 'B'. You are at liberty to choose the necessary details.

*(10 marks)*

4. (a) Draft a Sale Deed by a Liquidator of XYZ limited in Voluntary Liquidation ? Assume facts.

*(8 marks)*

(b) Define Gift. Discuss procedure for making a gift. Draft a specimen deed of Gift for Love and affection.

*(8 marks)*

5. (a) Draft a Special Leave Petition (SLP) before Supreme Court of India with assumed data.

(12 marks)

- (b) What are the guide Lines for professional dress code of members of the Institute of Company Secretaries of India.

- (i) Dress code for Male members
- (ii) Dress code for Female members
- (iii) Dress code before the tribunals
- (iv) Dress code while in employment

(4 marks)

6. (a) Draft a notice of Suit Under Section 80, Code of Civil Procedure against a Public Officer of Government of Uttar Pradesh. Assume Data.

(8 marks)

- (b) Francis, aged 38 years, son of Anthony, Max house, Kunoor, Mysore, now residing at house No. 418, Bapu Bazar, New Delhi, is the Chief Administrative Officer of Standard Medical Laboratories, New Delhi. For the management of his properties at Mysore, he wants to empower Mr. Robert, aged 40 years, son of Josef, a business man, residing at Mary house, Kunoor, Mysore. Draft a General Power of Attorney (GPA).

(8 marks)

Roll No.....

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 6

Total number of printed pages : 3

**NOTE :** Answer **ALL** Questions.

1. Comment on the following :

- (a) FIR can be lodged with the Police Station only in case of cognizable offences. What do you understand by non-cognizable offences ?
- (b) What are the rights available against refusal of transfer of shares by a company ?
- (c) Decree has been awarded by the court. Advice on information required for making written application for execution of decree.
- (d) 'Wakfs are trusts'. Explain ? Advise on applicability of Indian Trust Act on Wakfs.

(5 marks each)

**Attempt all parts of either Q. No. 2 or Q. No. 2A**

2. Write notes on the following :

- (a) Privilege WILL and non-Privilege WILL.
- (b) Name and explain various types of Writs allowed by Constitution of India.
- (c) Essentials of E-contracts.
- (d) Drafting of Articles of Association.

(4 marks each)

: 2 :

***OR (Alternate question to Q. No. 2)***

**2A.** Write notes on the following :

- (i) Fidelity Guarantee
- (ii) On-line Shopping Agreement between the Service provider and manufacturer.
- (iii) Types of Mortgage.
- (iv) Probate and letter of administration.

*(4 marks each)*

***Attempt all parts of either Q. No. 3 or Q. No. 3A***

- 3.**
- (a) Subrogation of Surety to the Rights of creditor on payment.
  - (b) Assignment of copyrights.
  - (c) FIR can be lodged with the Police Station whereas a complaint is to be made to the Magistrate.
  - (d) Gift can be made either orally or through Gift deed. Is there any requirement to get it stamped and registered ?

*(4 marks each)*

***OR (Alternate question to Q. No. 3)***

- 3A.**
- (i) Sub-lease is not a surrender of lease.
  - (ii) An award given by the Arbitrator is not always final and binding upon the parties.
  - (iii) Deficiency in pleading would not affect case of Plaintiff. State the points to be considered for supporting the above statement.

: 3 :

- (iv) Usufructuary mortgage is similar to English Mortgage. Whether this statement is correct ? Justify your answer.  
(4 marks each)
4. (a) Draft a petition for prevention of Oppression & Mismanagement u/s 241 of The Companies Act, 2013 with NCLT. Assume facts.  
(8 marks)
- (b) Draft a petition for grant of probate of a will.  
(8 marks)
5. (a) What are the provisions in the constitution regarding filing of SLP ?  
(8 marks)
- (b) Pravin Arora mortgaged his property in favor of Juhi Chawla in consideration of loan taken by Pravin Arora. Now the loan together with interest has been paid. Prepare a deed of redemption or re-conveyance of mortgaged property in favor of the mortgagor.  
(8 marks)
6. (a) You are not happy with the judgement issued by the court. The client has approached the lawyer to file an application for review of the judgement. Draft an application for review of the judgement.  
(8 marks)
- (b) X Co. Ltd. intends to hire the operational staff like Malis, Sweepers, Security Guards, Typists etc. for its office in New Delhi. As a Company Secretary in practice, advice the management of X Co. Ltd. about the benefits of outsourcing the staff rather than direct recruitment. Also draft a specimen of the outsourcing agreement to be entered into with the Service Provider Company.  
(8 marks)

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Roll No.....

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 6

Total number of printed pages : 4

**NOTE** : Answer **ALL** Questions.

1. Comment on the following statements :

- (a) A click-wrap agreement lacking bargaining power is not an enforceable contract in traditional sense.
- (b) Certain basic principles are required to be followed in the construction of a will.
- (c) Registration and payment of stamp duty on a deed of hire-purchase is compulsory.
- (d) A debtor cannot claim or take advantage of non-payment of consideration for assignment.

(5 marks each)

**Attempt all parts of either Q.No. 2 or Q.No. 2A**

2. Distinguish between the following :

- (a) 'Public trust' and 'private trust'.
- (b) 'Continuing guarantee' and 'counter guarantee'.
- (c) 'Probate' and 'letter of administration'.
- (d) 'Operative clause' and 'testimonium clause'.

(4 marks each)

**OR (Alternate question to Q.No. 2)**

2A. Write notes on the following :

- (i) Argument on merits
- (ii) Need for a legal opinion
- (iii) Appellate authorities under the Income-tax Act, 1961
- (iv) Affidavit in evidence.

(4 marks each)

*Attempt all parts of either Q.No. 3 or Q.No. 3A*

3. In the light of judicial pronouncements, discuss the following :
- (a) Genuineness of information of an offence as a condition precedent for registration of offence under the Code of Criminal Procedure, 1973.
  - (b) A party can produce expert evidence in the cases involving complex or technical issues.
  - (c) Courts generally do not grant relief, if not prayed for.
  - (d) A will and codicil are one and the same.

*(4 marks each)*

*OR (Alternate question to Q.No. 3)*

- 3A. Comment on the following with reference to *ratio* in leading cases, if any :

- (i) A sub-lease is an absolute assignment under the Indian law or the English law.
- (ii) An HUF can become a partner in a firm.
- (iii) Shareholders' agreements are generally not enforceable in India.
- (iv) Pre-requisites of arbitration.

*(4 marks each)*

4. (a) VT Ltd. instituted a suit against KA Furnitures Ltd. for breach of contract for supply of 200 study tables priced at ₹500 per table, on the following three counts :
- (i) KA Furnitures Ltd. did not supply full order within the stipulated time of three months from the date of contract.
  - (ii) The wood used for making the tables was not as per agreed specifications, instead of *sheesham* wood, *neem* wood was used.
  - (iii) Legs of 50 tables were found bent and weak.

All this occasioned a heavy loss of ₹25,000, which was claimed with interest @ 10% per annum and costs in the suit against defendants.

: 3 :

The defendant, KA Furnitures Ltd., refuted the claim made in the plaint by stating in written statement that "the defendant generally denies the allegations made by plaintiff as got up and unsustainable". Explain with reasons whether this defense would sustain in courts.

(8 marks)

- (b) Anil took a loan of ₹10 lakh from JF Financial Corporation (a registered financial company) for purchasing a one bed room flat on an agreed rate of interest of 16% per annum. Along with agreement papers, a promissory note (P/N) was signed by Anil which read, "Anil has taken loan of ₹10 lakh from JF Financial Corporation for purchasing a flat and whenever JF Financial Corporation demands its return, Anil shall pay back in ten instalments to them or to bearer of this P/N".

After one year, Anil defaulted in return of loan on demand by JF Financial Corporation. Consequently, a summary suit was instituted by JF Financial Corporation against Anil in the Court of Civil Judge. After scrutiny, the court dismissed the suit holding that the P/N was *void*.

What drafting precautions ought to have been taken by JF Financial Corporation when Anil was executing the P/N payable on demand ? Cite the relevant case law, if any.

(8 marks)

5. (a) In a pending suit for recovery of possession of house, the defendant filed written statement denying plaintiff's right of recovery. A list of four witnesses, two of whom were employees of Municipal Corporation was also filed. It was approved by the court. Summons to two defence witnesses (DWs) were issued by court. They were duly examined. But the court, in a cryptic unreasoned order, refused to summon remaining DWs with public record in defense of the defendant, and closed the evidence stage.

Draft a specimen revision petition to cure this defect in the trial of the suit and, thus, to prevent the miscarriage of justice. Assume hypothetical data, if necessary.

(8 marks)

- (b) What is the law relating to nomination of a successor to a partner of a firm in the event of death/retirement of the existing partner ?

(4 marks)

- (c) Explain, with example, the scope of interlocutory applications filed by the parties in courts. Cite applicable law, if any.

(4 marks)

6. (a) In a seminar on 'appearance in courts', the keynote speaker highlighted the significance of dress code for a Company Secretary appearing in courts representing *his company-in-lis*. A debate set in when a lady CS insisted that there should be no dress code for ladies while appearing before Courts/Tribunals.

Explain the importance of professional dress code and state the guidelines for professional dress of Company Secretaries.

(8 marks)

- (b) Dilip, the owner of a bungalow in Salt Lake area of Kolkata, decided to let-out his bungalow with 1,000 sq. feet area abutting 60 feet wide main road to QRS Corporation, for a term of three years on a rent of ₹1,00,000 per month *plus* taxes, service charges, *etc.* thereon. The premises is to be used for office accommodation purposes only.

Protecting the interests of all concerned parties, draft a specimen 'agreement of licence' to use the property. Assume supplementary data as may be required.

(8 marks)

Roll No.....

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 6

Total number of printed pages : 3

**NOTE** : Answer **ALL** Questions.

1. Comment on the following :

- (a) Conveyance is an act of transfer of any property.
- (b) A contract of guarantee is a contract to perform the promise.
- (c) A mortgage is a transfer of interest in any property.
- (d) A lease of immovable property is a transfer of right.

(5 marks each)

**Attempt all parts of either Q.No. 2 or Q.No. 2A**

2. Distinguish between the following :

- (a) 'Endorsement' and 'engrossment'.
- (b) 'Partner' and 'designated partner'.
- (c) 'Bank guarantee' and 'hypothecation'.
- (d) 'Surety' and 'security'.

(4 marks each)

**OR (Alternate question to Q.No. 2)**

2A. Write notes on the following :

- (i) Assignment of copyright
- (ii) Goodwill as an intangible asset
- (iii) Provisions relating to appeal before the Competition Appellate Tribunal under the Competition Act, 2002
- (iv) Web wrap agreement.

(4 marks each)

*Attempt all parts of either Q.No. 3 or Q.No. 3A*

3. In the light of judicial pronouncements, discuss the following :
- (a) The family settlement must be a *bona fide* one.
  - (b) It is to ascertain the intentions of the testator who constructed a will.
  - (c) Surrender of lease is not a transfer.
  - (d) An HUF is not a legal person.

*(4 marks each)*

*OR (Alternate question to Q.No. 3)*

- 3A. In the light of judicial pronouncements, discuss the following :
- (i) A firm is not a legal person.
  - (ii) Revocation of gift.
  - (iii) Deficiency in pleading would not affect the plaintiff's case.
  - (iv) In case of any conflict between the articles of association and the shareholder's agreement, the former will always prevail.

*(4 marks each)*

4. Vijay is holding 10,000 shares of Kamal Ltd., a listed company, in physical form. The price quoted for the share in stock exchange is ₹1,100. Due to change of house, Vijay could not locate the shares. He wrote to the Company Secretary of Kamal Ltd. for issue of duplicate share certificate. The company asked the following documents from Vijay to consider the request for issue of duplicate share certificate :
- (a) A copy of FIR;
  - (b) An affidavit on a stamp paper of ₹10;
  - (c) An indemnity bond on a stamp paper of ₹300 to be executed by the shareholder to the effect that in case the company suffers any loss due to issue of duplicate share certificate, the shareholder will indemnify the company to make the loss good; and

: 3 :

(d) Since the value is large, a surety bond from a person other than the relative of the shareholder to make the loss good in case of any eventuality.

Draft (i) an FIR; (ii) an affidavit; (iii) an indemnity bond; and (iv) surety bond on the basis of facts given above. You may imagine the facts/data wherever necessary.

(4 marks each)

5. (a) Under what circumstances, the Supreme Court of India can entertain appeals in cases where law does not provide right to appeal ?

(4 marks)

(b) Draft a legal notice under section 80 of The Code of Civil Procedure, 1908 to the State Government through district collector.

(4 marks)

(c) Business contracts these days specify the rights, liabilities and activities of the parties in detail. Still in the event of breach of the contractual obligations, irreparable intangible damages like loss of reputation and market do occur. Advise the remedies and redressal action, an aggrieved party to the contract can take under the civil law in such an event if the contract could still be saved. Cite legal provisions, if any.

(8 marks)

6. (a) "Recitals carry evidentiary importance in the deed. It is an evidence against the parties to the instrument and those claiming under and it may operate as *estoppel*." Write a detailed note on this statement with reference to the decisions of the courts.

(8 marks)

(b) 'Outsourcing' is the contracting out of a company's non-core and non-revenue generating activities to specialists. Before signing an outsourcing agreement, what are the factors that must be addressed ?

(8 marks)

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Roll No.....

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 6

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**NOTE** : Answer **ALL** Questions.

1. (a) Anuradha and Sudha are partners running a fashion designing boutique. They now propose to induct Seema as another partner in their firm *w.e.f.* 1<sup>st</sup> September, 2015. Draft a deed of agreement of admission of Seema into the firm. Assume data.
- (b) Surya Power Ltd. proposes to insert an article in its articles of association enabling it to buy-back its shares. It seeks your professional advice on the draft articles. Advise.
- (c) Draft an application for grant of bail.
- (d) Draft an affidavit of a creditor in proof of his debt in proceeding for the liquidation of a company.

(5 marks each)

**Attempt all parts of either Q.No. 2 or Q.No. 2A**

2. Comment on the following :

- (a) Appellate authorities under the Companies Act, 2013 on refusal of transfer/transmission of shares.
- (b) Acts going beyond the memorandum of association are *ultra vires*.
- (c) A letter of authority is nothing but a power of attorney.
- (d) Registration of a will is not mandatory.

(4 marks each)

*OR (Alternate question to Q.No. 2)*

**2A.** Distinguish between the following :

- (i) 'Supplementary deeds' and 'endorsements'.
- (ii) 'Partnership' and 'limited liability partnership'.
- (iii) 'Appellant' and 'defendant'.
- (iv) 'Memorandum of understanding' and 'memorandum of association'.

*(4 marks each)*

*Attempt all parts of either Q.No. 3 or Q.No. 3A*

**3.** Examine the following statements :

- (a) Drafting is the synthesis of law and fact in a language form.
- (b) A sub-lease is an absolute assignment.
- (c) The right of appeal is not a natural or inherent right.
- (d) A legal opinion should be structured.

*(4 marks each)*

*OR (Alternate question to Q.No. 3)*

- 3A.**
- (i) Discuss the requisites of a valid complaint, citing relevant case laws.
  - (ii) Briefly explain compounding of offences under the Securities and Exchange Board of India Act, 1992.
  - (iii) Explain electronic data interchange (EDI).
  - (iv) What do you understand by slump sale.

*(4 marks each)*

: 3 :

4. (a) Dinson Inc., a Malaysian food processing company intending to expand its business in India plans to form a joint venture with Himalaya Agro Pvt. Ltd., a company incorporated under the Companies Act, 2013, engaged in the business of processing and marketing of food products. You are required to draft a specimen joint venture agreement for establishing the business with assumed data.
- (b) Draft a specimen underwriting agreement as per the requirements of the Companies Act, 2013.

*(8 marks each)*

5. (a) Explain briefly the various types of writs provided under the Constitution of India for the enforcement of fundamental rights.
- (b) Business and knowledge process outsourcing has emerged as a key growth driver in the Indian services sector. Discuss the factors to be considered in drafting of an outsourcing agreement.

*(8 marks each)*

6. (a) Excellent Corporation Ltd. incorporated under the Companies Act, 2013 purchased an independent house comprising two floors in Gurgaon in the state of Haryana for a sum of ₹3.5 crore for providing company accommodation to Dinesh, Company Secretary on the first floor and it was decided that the company shall have its guest house at ground floor.

For facilitating its registration, Mrs. Kiran, the Chairman-cum-Managing Director executed the following special power of attorney :

"By this power of attorney, I, Kiran, Chairman, Excellent Corporation Ltd., do hereby appoint and authorise Dinesh to be my agent and authority for the purposes of executing registration of the property purchased by the company from Antarctic Builders Ltd. on this 15<sup>th</sup> day of September, 2015.

For and on behalf of Excellent Corporation Ltd.

Sd/- Kiran

Chairman

: 4 :

On presentation of this document, the Registrar refused to complete the registration procedure stating that the power of attorney is *void*.

In light of the above answer the following :

- (i) Is the action of the Registrar legally tenable ? State reasons.  
(2 marks)
  - (ii) Draft a power of attorney as you would have been the Company Secretary.  
(4 marks)
  - (iii) Property registration charges are 8% for a man and 6% for a woman. Will you advise that the power of attorney be executed in favour of Mrs. Kiran to derive this benefit ?  
(2 marks)
- (b) Draft a complaint under section 498 of the Indian Penal Code, 1860 for enticing away a married woman.  
(4 marks)
- (c) Robin has availed a loan of ₹50,000 from Mohan against assignment of life insurance policy. Draft a deed of assignment of life insurance policy.  
(4 marks)

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Roll No.....

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 6

Total number of printed pages : 4

**NOTE** : Answer **ALL** Questions.

1. (a) "Drafting of documents is very important part of legal documentation. Documents are subject to interpretation when no clear meaning could be inferred by a simple reading of documents."

Explain this statement with reference to the rules relating to interpretation of formal legal documents.

(10 marks)

- (b) Explain in brief the essentials of a hypothecation agreement. Draft a specimen agreement on behalf of a firm Excel & Co. to hypothecate goods to execute fixed loan from Rich Bank.

(10 marks)

*Attempt all parts of either Q.No. 2 or Q.No. 2A*

2. Explain the following :

- (a) In a pleading, there is no scope for law and evidence as per Order 6 of the Code of Civil Procedure, 1908; yet, in practice, both are pleaded in higher courts, like High Courts and Tribunals.
- (b) An arbitration award is required to be registered.
- (c) A contract of counter guarantee is different from a contract of fidelity guarantee or performance guarantee.
- (d) All instruments are legal documents but all legal documents are not instruments.

(4 marks each)

: 2 :

*OR (Alternate question to Q.No. 2)*

**2A.** Distinguish between the following :

- (i) A 'writ of mandamus' and a 'writ of certiorari'.
- (ii) 'Privileged will' and 'unprivileged will'.
- (iii) 'Habendum' and 'reddendum'.
- (iv) 'Complaint' and 'plaint'.

*(4 marks each)*

*Attempt all parts of either Q.No. 3 or Q.No. 3A*

**3.** In the light of judicial pronouncements, discuss the following :

- (a) The court is entitled to put itself into the testator's arm chair.
- (b) A family arrangement can be enforced in a court of law.
- (c) In case of repugnancy in a will, last words shall prevail.
- (d) Goodwill of a business as an intangible asset.

*(4 marks each)*

*OR (Alternate question to Q.No. 3)*

**3A.** (i) In what respect, if any, pleadings in the memorandum of appeals under sections 96 to 99, Order XLI, sections 100 to 103, 104 to 106, Order XLIII, Rules 1 and 2 and Appeals to Supreme Court under the Code of Civil Procedure, 1908, differ from the pleadings in appeals under Articles 132(1), 133 and 134 of the Constitution of India.

*(8 marks)*

(ii) Santosh and Swamy are the partners in a partnership firm 'Santswam'. In view of mounting losses in the business, they decided to wind-up the business and dissolve the said firm. They require you to provide a release deed for dissolution of the firm. Prepare the release deed.

*(8 marks)*

4. (a) 'B' has filed a title suit against 'A' in the court of City Civil Judge (S.D.) as a long-cause suit. Pending its hearing, 'B' executed a power of attorney in favour of 'D' and got it registered. Later on, without consulting 'D', 'B' signed a compromise deed with 'A'. 'D' challenged the compromise as it was entered into without informing him or obtaining his consent; and so it prejudiced his rights. Would 'D' succeed ? Cite case law.

(6 marks)

- (b) Rise Ltd. wants to engage Kapil as its managing director. The Chairman of the company wants you to prepare and submit to him a draft specimen agreement of service with Kapil as a managing director of the company. Draft the same and also mention the precautions you will take while drafting the above agreement.

(10 marks)

5. (a) Ankush leased out his plot no. 111 in village Pilakhua, to Dinesh for three years from 1<sup>st</sup> June, 2012 for carrying out only nursery business therefrom. The plot has several *Sheesham* trees. A lease deed was signed by both the parties and registered as required by law. Dinesh has been doing nursery business but with effect from 1<sup>st</sup> October, 2014, he started digging earth from said plot for using it in his adjoining brick-kiln. A notice dated 5<sup>th</sup> October, 2014 served on him by Registered AD post asking him to stop digging earth from said plot, was ignored by Dinesh, the lessee. The plot continues to be damaged in this manner. It causes irreparable damage thus.

Ankush intends to institute an injunction-cum-damages suit in a court of competent jurisdiction praying for restraining Dinesh from digging earth from said plot and damages pendente lite. Interests and costs are also to be claimed. Assuming supplementary data, draft a specimen plaint.

(8 marks)

- (b) State in brief the law regarding promoters' contract. Draft a specimen promoters' contract for the purchase of an industrial plot for setting-up an industrial unit of the proposed company PMQ Ltd.

(8 marks)

6. (a) What are e-contracts ? Discuss important points with regard to drafting of e-contract.  
(8 marks)
- (b) The complainant and the accused in a criminal case arrived at a settlement of an offence which was not compoundable under the provisions of the Code of Criminal Procedure, 1973.

Answer the following questions citing relevant case laws —

- (i) Whether the court can allow compounding of this offence in the interests of justice to both the parties ?
- (ii) What is the actual relevancy of such settlement ?

(4 marks each)

Roll No.....

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 6

Total number of printed pages : 3

**NOTE** : Answer **ALL** Questions.

1. Critically comment on the following :

- (a) Formation of e-contracts, being paperless, lies outside the Fowler's rules of drafting.
- (b) Writing process is an essential part of a legal opinion even if composed on a laptop.
- (c) A High Court allows a writ petition (C) under Article 226 of the Constitution of India, issuing a writ of *mandamus* directing SEBI to enlist shares of XYZ (Pvt.) Ltd. along with those of AFC Corporation, a government company.
- (d) Pleading is just a written complaint for preventing deviations from the course which litigation must take as held in *Ganesh Trading vs. Motiram* AIR 1970 SC 480.

(5 marks each)

**Attempt all parts of either Q.No. 2 or Q.No. 2A**

2. Explain the following :

- (a) Drafting of legal documents is a skilled job requiring observance of many do's and don'ts.
- (b) Distinguishing features of a contract of *del credere* agency.
- (c) Process of appeal to Securities Appellate Tribunal (SAT) under the SEBI Act, 1992.
- (d) Factors to be taken into consideration for compounding of offences.

(4 marks each)

**OR (Alternate question to Q.No. 2)**

2A. Distinguish between the following :

- (i) 'Probate' and 'letter of administration'.
- (ii) 'Privileged will' and 'unprivileged will'.
- (iii) 'Revision' and 'appeal'.
- (iv) 'Set-off' and 'counter claim'.

(4 marks each)

*Attempt all parts of either Q.No. 3 or Q.No. 3A*

3. In the light of judicial pronouncements, discuss the following :
- (a) A transfer of an actionable claim is usually called an assignment.
  - (b) A lease is a transfer of a right for use of equipment/real property for a consideration.
  - (c) In view of limited precedential value of many High Courts' decisions, it is difficult to come to clear and crisp answers as to the enforceability of shareholders' agreements.
  - (d) It is well settled that evidence should be tailored strictly according to pleadings.
- (4 marks each)*

*OR (Alternate question to Q.No. 3)*

- 3A. Write notes on the following :
- (i) Covenants and undertakings
  - (ii) Consent orders
  - (iii) Pre-incorporation contracts
  - (iv) Right to legal representation under the Companies Act, 1956 read with the Companies Act, 2013.
- (4 marks each)*
4. (a) Draft a specimen notice to dissolve a partnership.  
(b) Explain the rule of adverse inference.  
(c) State the arguments on preliminary submissions.  
(d) Distinguish between 'complaint' and 'first information report'.
- (4 marks each)*
5. (a) "Several types of appeal have been provided in the ordinary civil law as well as constitutional framework." Elucidate in respect of civil jurisdiction only.
- (8 marks)*
- (b) Highlight important professional etiquettes necessary for success in career.
- (8 marks)*

: 3 :

6. ABC Corporation (Pvt.) Ltd. incorporated under the Companies Act, 2013, purchased a five-room double-storey flat in XYZ locality of Chennai for providing company accommodation to its Company Secretary on the first floor and company guest house on the ground floor. For facilitating its registration, the Chairman-cum-CEO (CCEO), executed the following special Power of Attorney :

"By this Power of Attorney, I XXX, the Chairman of the ABC Corporation Ltd. do hereby appoint and authorise CD, an MBA, LLB and ACS - to be my agent and attorney for the purposes of executing registration of our company flat address : (XXXXY, XYZ locality of Chennai) purchased by us for ₹80 lakh only from KLN Builders (Pvt.) Ltd., on this ..... Day of September, 2014.

To : All concerned authorities.

Sd/-XXX  
CCEO"

Upon presentment, the Sub-Registrar, Chennai refused its bearer, CD, to allow him to complete the registration procedure, holding the Power of Attorney to be *void*.

Answer the following —

- (i) Is the Sub-Registrar's refusal legally tenable ?
- (ii) If not, in what form or manner should the Power of Attorney be framed ?
- (iii) How is it to be executed ?
- (iv) Will it make any difference if the CCEO is a married woman aged 45 years ?

(4 marks each)

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Roll No.....

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 6

Total number of printed pages : 4

**NOTE** : Answer **ALL** Questions.

**1.** Comment on the following :

- (a) Hypothecation is a form of transfer of property in goods.
- (b) Every person of sound mind, not being a minor, may dispose of his property by a will.
- (c) A sub-lease is a device by a lessee for a lesser term than he himself has.
- (d) In dissolution of the firm, jural relation between all the partners, *inter se*, is snapped.

(5 marks each)

*Attempt all parts of either Q.No. 2 or Q.No. 2A*

**2.** Explain the following :

- (a) Reasons for drafting recitals in a deed with due caution.
- (b) A complaint in a criminal case is what a plaint is in a civil case, whether the complaint is made to police or to a court.
- (c) Drafting and conveyancing have the same meaning though these are not interchangeable.
- (d) Material facts *vis-a-vis* immaterial facts while drafting a plaint.

(4 marks each)

*OR (Alternate question to Q.No. 2)*

**2A.** Distinguish between the following :

- (i) 'Indenture' and 'deed escrow'.
- (ii) 'Revocation' and 'extinction' of trusts.
- (iii) 'Wordings in the order of permanent injunction' and 'wordings in the order of temporary injunction'.
- (iv) 'Compounding order' and 'consent order'.

(4 marks each)

*Attempt all parts of either Q.No.3 or Q.No. 3A*

3. In the light of judicial pronouncements, discuss the following :
- (a) In a contract, if the material terms of the agreement are clear and specific, omission of minor or basic details will not invalidate the agreement.
  - (b) 'Relevant considerations' in constructing a will.
  - (c) While drafting a deed of assignment of goodwill in the sale of business, goodwill ought to be specifically calculated in unassailable figures or arbitrarily fixed.
  - (d) Testamentary disposition is personal; it cannot be delegated to any other person.
- (4 marks each)*

*OR (Alternate question to Q.No. 3)*

- 3A. Write notes on the following :

- (i) Types of e-contracts
- (ii) Interlocutory application
- (iii) Creation of trust
- (iv) Collaboration agreements.

*(4 marks each)*

4. Examine and discuss the following :

- (a) Slump sale agreement as defined under the Income-tax Act, 1961.
- (b) Significance of memorandum of association as the foundation of the corporate structure.
- (c) Ingredients of a contract of agency that must be specifically incorporated in a contract.
- (d) Arguments on merits.

*(4 marks each)*

5. (a) "Shareholders' agreements (SHAs) are quite common in business today." Elucidate. Also discuss whether they form supplements to company's regulations and articles of association.

*(8 marks)*

: 3 :

- (b) ABC Ltd. has decided to acquire XYZ Pvt. Ltd. by purchase of its entire shares. As a Practising Company Secretary, you have been asked by ABC Ltd. for legal opinion on the acquisition. Explain the process involved in drafting the legal opinion.

(8 marks)

6. ABC Ltd. employs 600 employees including 380 workers. It manufactures plastic durables. In its factory premises, fifty acres vacant land is lying surplus to company's requirements. The workers have formed a religious public charitable trust registered under the Indian Trusts Act, 1882 and the Bombay Public Trusts Act, 1950. As most of them profess secular 'Anaamensh Radhaswami' sect, they require a suitable site near their quarters to worship Adyashakti and Holy Mentor, hold satsangs, and meditate as required in their creed. For this the managing trustee has approached the Chairman and Managing Director, Omkar, requesting for grant of 25 acres of surplus land for building a temple, as a gift for the welfare of employees.

The Board of directors, in their meeting, accepted the request and decided to grant 25 acres plot from surplus land situated adjacent to the western gate of the factory premises, subject to following main conditions :

- (i) Gift of land to be in perpetuity.
- (ii) Temple to be constructed by the trust, to be named 'Anaamensh Ashram' and open to all, subject to temple discipline and practical requirements.
- (iii) The Chairman and Managing Director/Company Secretary/nominee of the Board to be the President of the temple management committee.
- (iv) The donor company will defray 50% of annual recurring expenses of the temple out of employees' welfare fund.
- (v) No political or commercial or unlawful activity shall be allowed inside temple complex. But few stalls selling pooja articles, flowers, eatables or ladies trinkets may be allowed to be put up. Besides the Holy Mentor, manager of the temple and necessary staff may be allowed to reside in the temple precincts.

- (vi) Accounts and audit reports of the temple will be open to *cestui que trust* and donor company.
- (vii) These terms can be varied through the Chairman and Managing Director's order if contingencies so require, including demise of this gift in case of malpractices or unlawful activities or similar breach of the conditions of grant. In that event, the plot shall revert to the donor.
- (viii) All decisions in this regard shall be final and unchallengeable and binding on all concerned.

The Chairman and Managing Director, Omkar, asks you, as the Company Secretary, to draft a suitable gift deed containing above conditions. Assume supplementary data if required.

(16 marks)

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