

Drafting, Appearances and Pleadings 372

Roll No.

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 8

Total number of printed pages : 3

NOTE : Answer SIX questions including Question No.1 which is compulsory.

1. (a) “All instruments are legal documents, but all legal documents are not instruments.” Critically evaluate with reference to leading cases. (10 marks)
- (b) Re-write the following sentences after filling-in the blank spaces with appropriate word(s)/figure(s) :
- (i) _____ mortgage is preferred by the lenders/banks/creditors as well as by the commercial enterprises because of its inherent advantages.
 - (ii) If the mortgagee advances further sums of money to the mortgagor on the same security and on the same condition, the deed executed to secure the advance of further sums of money is called deed of _____.
 - (iii) Registration and stamp duty is compulsory in case of mortgage value of ₹_____ and above.
 - (iv) Outsourcing is the contracting out of a company’s non-core, non-revenue producing activities to _____.
 - (v) Delivery of tangible immovable property takes place when the seller places the buyer, or such person as he directs, _____ the property. (1 mark each)
- (c) “Compounding is a good way of settling disputes.” Comment. (5 marks)
2. (a) Explain the following :
- (i) Fowler’s five rules of drafting.
 - (ii) Legality of an arbitration agreement of the parties on the subject matter already pending in the court. (4 marks each)
- (b) What are the general guidelines for drafting of notice for convening company meetings ? (8 marks)

3. (a) “While drafting a dealership contract, care should be taken as to the legal nature and the position of the parties thereunder.” Elaborate.
(7 marks)
- (b) State, with reasons in brief, whether the following statements are true or false :
- (i) ‘Documentation’ is just another name for drafting and/or conveyancing.
 - (ii) ‘Testatum’ is the witnessing clause in a deed.
 - (iii) All foreign collaboration agreements shall be subject to the laws applicable to the original collaborator party and not Indian laws even if the agreement is executed in India.
(3 marks each)
4. Write notes on *any four* of the following :
- (i) Rejoinder
 - (ii) Creation of ‘trust’ in respect of immovable property
 - (iii) *Del credere* agency
 - (iv) Compounding of offences under FEMA
 - (v) Dress code.
(4 marks each)
5. (a) Draft a specimen of deed of sale by liquidator of a company in voluntary liquidation.
(10 marks)
- (b) Briefly discuss the legal position as to duration of power of attorney with reference to case law on the subject.
(6 marks)
6. (a) For a proposed Smart Footwear (P) Ltd., its promoters Abhinav, Bharat and Chirag had executed a contract with New Okhla Industrial Development Authority (NOIDA), U.P. on 30th June, 2011 for purchasing an industrial plot in Sector - 1, NOIDA. The proposal was to float Smart Footwear (P) Ltd. for manufacturing footwear in the factory to be built on the said plot. Subsequently, the company was incorporated and registered with Registrar of Companies on 15th October, 2011. It decided to adopt the promoters’ contract for buying the industrial plot from NOIDA. Draft a deed of novation of promoters’ contract.
(8 marks)

(b) What is meant by 'pleadings' ? What is the objective behind formulating the rules of pleadings ? Explain the fundamental rules of pleadings.

(8 marks)

7. (a) While drafting written statements, certain important considerations must be borne in mind. Identify at least ten requirements with reference to law on the subject.

(10 marks)

(b) Distinguish between the following :

(i) 'Conveyance' and 'contract'.

(ii) 'Counter guarantee' and 'performance guarantee'.

(3 marks each)

8. (a) Examine and comment on the following :

(i) Special leave petitions under Article 134A and under Article 136 of the Constitution of India are similar in formats and same in essence.

(ii) A civil suit for removal of director for malfeasance is maintainable if the articles of association provide for civil suit instead of the Companies Act, 1956 provisions.

(3 marks each)

(b) What do you mean by —

(i) Inclusive deed

(ii) Latent deed

(iii) Pretended deed

(iv) Voluntary deed

(v) Warranty deed ?

(2 marks each)