

Roll No.....

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 8

Total number of printed pages : 4

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

1. (a) ABC Ltd. employed Joy as its President and provided him rent free accommodation as part of conditions of employment. The agreement contained a clause stipulating employee's right to retain the accommodation upon termination of service for a particular period. Joy's services were terminated within six months of appointment. He refused to surrender the accommodation to the company. This accommodation was owned by ABC Consultants (P) Ltd. which was a sister concern of ABC Ltd. The accommodation owner had given permission to Joy to occupy it as an employee of ABC Ltd. On Joy's refusal to handover the accommodation upon termination of employment, ABC Ltd. filed a complaint against Joy under section 630 of the Companies Act, 1956 and also under IPC sections. The Judicial Magistrate of First Class (JMFC) discharged Joy of the charges levelled against him. But on appeal, the High Court quashed the JMFC's order.

On what grounds should Joy prefer an appeal to the Supreme Court against the impugned order of the High Court ? Cite relevant case law, if any.

(10 marks)

- (b) Enumerate the Appellate Authorities under the Telecom Regulatory Authority of India Act, 1997 and the Securities and Exchange Board of India Act, 1992.

(5 marks)

- (c) Re-write the following sentences after filling-in the blank spaces with appropriate word(s)/figure(s) :

- (i) If a power of attorney is executed in a foreign country, it should be stamped within \_\_\_\_\_ of its being received in India. If not so done, it will be deemed to be unstamped and cannot be acted upon.
- (ii) While the \_\_\_\_\_ should not be a minor, \_\_\_\_\_ could be a minor.
- (iii) Consideration is not necessary for an \_\_\_\_\_.
- (iv) \_\_\_\_\_ is an extended form of pledge.
- (v) Conveyancing is the art of \_\_\_\_\_ of deeds and documents whereby interest in immovable property is transferred by one person to another.

(1 mark each)

2. (a) Explain the following :

- (i) Parcels clause as a component of a deed.
- (ii) Relevance of counter affidavit in pleadings.

(4 marks each)

(b) State the provisions relating to appeals under the Code of Civil Procedure, 1908.

(8 marks)

3. (a) Draft a specimen deed of assignment of a patent.

(6 marks)

(b) What is meant by 'reconstruction' in the context of mergers and amalgamations ?

(2 marks)

(c) State, with reasons in brief, whether the following statements are true or false :

- (i) A corporate body cannot create a trust.
- (ii) A power of attorney is a bilateral document.
- (iii) Khalil Ahmed vs. Tufelhussein Samasbhai Sarangpurwala, [AIR 1988(1) SCC155] is a decision relating to distinction between lease and licence.
- (iv) Consideration between the principal debtor and the creditor is a good consideration for guarantee given by the surety.

(2 marks each)

4. Write notes on the following. Attempt *any four* :

- (i) Pre-incorporation contracts
- (ii) Written statement
- (iii) Rule of adverse inference
- (iv) Objects of pleadings
- (v) 'Award' under the Arbitration and Conciliation Act, 1996.

(4 marks each)

5. (a) Draft a specimen of deed of assignment of 1,000 equity shares of ₹100 each in Ultra Infotech Ltd., between assigner Rajan, S/o Mohan and assignee Yash, S/o Raja in consideration of ₹50,000 only.

(8 marks)

- (b) Match the following :

- |                          |  |
|--------------------------|--|
| (i) Pledge               | (a) Indian Trusts Act, 1882                          |
| (ii) Licence             | (b) Indian Contract Act, 1872                        |
| (iii) Sale of immovables | (c) Indian Easements Act, 1882                       |
| (iv) Beneficial interest | (d) Arbitration and Conciliation Act, 1996           |
| (v) Dispute resolution   | (e) Securities and Exchange Board of India Act, 1992 |
| (vi) Arrangement         | (f) Transfer of Property Act, 1882                   |
| (vii) Consent order      | (g) Code of Civil Procedure, 1908                    |
| (viii) Pleadings         | (h) Companies Act, 1956.                             |

(1 mark each)

6. (a) A partnership firm was constituted by A, B and C partners for carrying on the business of steel manufacturing. Later on, a company Desire Ltd. proposed to purchase the business of the said partnership firm. The partners agreed to it and decided to dissolve the firm unanimously. Draw a partnership dissolution deed assuming data like date, place, etc. wherever necessary.

(10 marks)

- (b) Select the odd term out and briefly justify your answer :

- (i) (a) Plea of custom; (b) plea of *estoppel*; (c) plea of limitation; (d) plea of *res judicata*; (e) plea of facts.
- (ii) (a) Fraud; (b) misrepresentation; (c) breach of trust; (d) undue influence; (e) allegations.
- (iii) (a) Limitation; (b) jurisdiction; (c) accord and satisfaction; (d) *estoppel*; (e) consideration.

(2 marks each)

7. (a) What is meant by professional etiquettes ? Mention any ten communication etiquettes to be observed by a successful Company Secretary.  
*(10 marks)*
- (b) Distinguish between the following :
- (i) 'Plaint' and 'miscellaneous application' in civil courts.
  - (ii) 'Special civil application' and 'special criminal application'.
- (3 marks each)*
8. (a) State important guidelines for entering into foreign collaboration agreements.  
*(8 marks)*
- (b) Write a note on 'covenants and undertakings'.  
*(4 marks)*
- (c) Draft a special power of attorney to be filed with the Registrar of Companies at the time of incorporation of a company.  
*(4 marks)*