

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. Heard an octogenarian advocate telling his experience to a junior one, in the corridors of the Supreme Court :

"Once, I appeared in court on behalf of my employer company, for hearing of an application for condonation of delay. I wore only plain suit with neck-tie bearing Bar Council's insignia. Court asked, "Are you still in practice ?" I replied, "Yes, your Honour". The Judge further enquired, "Why not in uniform ?". I replied, "Sir, I appear as my employer company, akin to party-in-person." The Court read the application for condonation of delay and allowed it. Saying "very much obliged, Sir," I came out. So, the moral of the story is that "Well begun is half done and first impression is the last impression." We must ensure professionalism, sophistication and credibility through our demeanour in courts."

Elucidate the lessons of this narration for a Company Secretary with reference to —

- (a) Oral submissions; and
- (b) His duty towards the Court.

(20 marks)

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

- (i) An agreement which is enforceable \_\_\_\_\_ is called a contract.
- (ii) A company being a legal person has to act through \_\_\_\_\_.
- (iii) Property of any kind is subject to the provisions of the \_\_\_\_\_.
- (iv) It is not necessary for an agreement to be attested by \_\_\_\_\_.

(1 mark each)

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

- (i) (a) Contracting parties
- (b) Limitation
- (c) Consideration
- (d) Subject matter.

- (ii) (a) Litigation
- (b) Arbitration
- (c) Conciliation
- (d) Mediation.

(2 marks each)

- (c) Manish (the lessee) entered into a lease agreement with Satish, the (lessor) for letting-out his residential flat for five years on standard terms and conditions. The lease deed was duly registered. Subsequently, Manish noticed certain discrepancies in property details as described in the deed. Advise Manish, whether he should correct the errors. If yes, how ?

(4 marks)

- (d) Briefly explain 'signature and attestation' clause of a deed.

(4 marks)

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

- (i) Sale of land is governed by the Sale of Goods Act, 1930.
- (ii) For granting loan, a bank insists on the investigation regarding title of the mortgaged property.
- (iii) The grant of licence for a shop in a 3-star hotel is governed by the Transfer of Property Act, 1882.
- (iv) A deed of guarantee is required to be executed if the bank requires depositing of documents for granting secured loan.

(2 marks each)

- (b) Draft the following clauses in a joint venture agreement :

- (i) Arbitration
- (ii) *Force de majeure*
- (iii) Exclusive agreement
- (iv) Entire agreement.

(2 marks each)

: 3 :

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

- (i) Actionable claim
- (ii) Extinction of a trust
- (iii) Power of attorney by a company
- (iv) Assignment of trade mark
- (v) Powers of a company to pay brokerage/underwriting commission under the Companies Act, 2013 and rules made thereunder.

(4 marks each)

5. (a) Match the following :

*List-A**List-B*

- |                |                                   |
|----------------|-----------------------------------|
| (i) Deed pool  | (a) Making forging difficult      |
| (ii) Deed poll | (b) Short description of property |
| (iii) Recitals | (c) Many copies                   |
| (iv) Indenture | (d) Power of attorney.            |

(1 mark each)

(b) What is a 'slump sale' agreement ? Explain the steps involved in carrying out slump sales.

(8 marks)

(c) What is the difference between 'lease' and 'licence'.

(4 marks)

6. Blackgold Ltd. applied for coal mining licence for its electricity project from Chhattisgarh Government and entered into memorandum of understanding (MOU) to start mining activities. Subsequently, the Chhattisgarh Government, as per directions of the Ministry of Environment and Forests, Govt. of India unilaterally terminated the licence and revoked the MOU.

You are required to answer the following questions —

(a) What is the remedy available to the Blackgold Ltd. under which law, and why ?

(6 marks)

(b) Draft a specimen of such petition.

(10 marks)

7. (a) Distinguish between the following :
- (i) 'Drafting' and 'documentation'.
  - (ii) 'Private trust' and 'public trust' in respect of objects and beneficiaries.
- (4 marks each)*
- (b) What are the options available to Divya Ltd. on registration of an appropriate entity for implementing corporate social responsibility activities to be undertaken by that entity on behalf of Divya Ltd. under Schedule VII of the Companies Act, 2013 ?
- (4 marks)*
- (c) Is a company bound to act on pre-incorporation agreements that eventually led to the formation of the company ? Give reasons in support of your answer.
- (4 marks)*
8. (a) Draft a specimen deed of sale by liquidator of a company in voluntary liquidation. Assume requisite data, if necessary.
- (10 marks)*
- (b) Thane Municipal Corporation, Mumbai, awarded the work of providing laying and commissioning of gravity sewers, pumping station, *etc.*, to a Delhi based company named SMS-VISHWA(JV). An agreement dated 27<sup>th</sup> February, 2009 in this regard was executed between them. The executing company, SMS-VISHWA(JV), furnished two bank guarantees from Delhi based banks, towards proper execution of the contract. However, the executing company failed to complete the work within stipulated time; on the ground that land required for the project was not fully made available to them despite their several requests to the Municipal Corporation. Notwithstanding this, the Corporation treated this as a breach of contract and invoked encashment of bank guarantees. The company filed an injunction suit in Delhi High Court seeking a direction to restrain the Thane Municipal Corporation from encashing the bank guarantees and the banks for honouring the Corporation's claim. Thane Municipal Corporation raised jurisdiction issue.
- It was argued by the plaintiff company that it is based in Delhi alongwith the guarantor banks who have their registered offices in Delhi itself. And hence the Court has territorial jurisdiction over the matter.
- Decide whether Delhi High Court has jurisdiction to try the suit and grant prayer for interim injunction under Order 39 of the Code of Civil Procedure, 1908. Cite case law, if any.

*(6 marks)*