

*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) Describe Secretarial Standard – 2 as stipulated under the Companies Act, 2013 on the mode of delivery of Notice.
- (b) Differentiate between complaint and first information report (FIR) under the Criminal Procedure Code, 1973.
- (c) Draft a specimen Deed of Revocation of a Trust.
- (d) “The system of Appeal provides an opportunity to correct Judicial Orders which otherwise would operate unjustly”– Elaborate with relevant provision under the Civil Procedure Code, 1908 and the Criminal Procedure Code, 1973.

*(5 marks each)*

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

2. Draft the following as per the instructions (Assume facts, if required) :
  - (a) Specimen application for review of a judgment.
  - (b) Will in favour of a Minor Son.
  - (c) Specimen Agreement by a company adopting the contract made on its behalf before its Incorporation.
  - (d) Specimen Affidavit of creditor in proof of his debt in proceeding for liquidation of a Company.

*(4 marks each)*

: 2 :

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

**2A.** Draft the following as per the instructions (Assume facts, if required) :

- (i) Specimen Deed of Guarantee for the Performance of a Contract.
- (ii) Petition for grant of probate of a will.
- (iii) Specimen of attendance slip and proxy form under the Companies Act, 2013.
- (iv) Minutes of the third Annual General Meeting of CJV Ltd. with agenda of adoption of accounts and declaration of dividend featured for consideration and decision.

*(4 marks each)*

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

**3.** (a) Draft a specimen irrevocable power of attorney to be executed by a borrower company in favour of a lender company. Assume facts, if required.

*(6 marks)*

(b) Draft a specimen written statement of a suit for ejectment and arrears of rent. Assume facts, as required.

*(6 marks)*

(c) Explain Probate and Letters of Administration.

*(4 marks)*

: 3 :

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

- 3A. (i) Explain various stages of a criminal trial in a warrant case.  
(6 marks)
- (ii) “A subordinate Court cannot be supposed to entertain a reasonable doubt on a point of Law.” Explain and state various provisions of reference under the Civil Procedure Code, 1908.  
(6 marks)
- (iii) Write a note on Electronic Data Interchange (EDI).  
(4 marks)
4. Distinguish between the following :
- (a) *Testatum* and *testimonium* clause.  
(b) Public trust and Private trust.  
(c) Continuing guarantee and Counter guarantee.  
(d) *Usufructuary* Mortgage and Mortgage by Conditional Sale.  
(4 marks each)
5. (a) “Registration of partnership firm under the Income-tax Law is distinct from the registration of firm under Indian Partnership Act, 1932.” Explain.  
(5 marks)
- (b) “The opinion giver may also be requested to furnish an opinion on matters governed by the laws of some other country.” Comment and discuss the reliance of the opinion of local counsel on foreign laws.  
(5 marks)
- (c) What do you understand by the Endorsements and Supplemental Deeds ? Does such endorsement and supplemental deeds attract stamp duty ?  
(6 marks)

6. (a) Turfy Pvt. Ltd. wants to offer online shopping services to its customers. Some of the products are stocked with Doodle Warehouses while others are stocked with the manufacturers. Outline the scope of services provided by Turfy Pvt. Ltd., restricting the liabilities in case of defects found in products sold through the Turfy Pvt. Ltd. website. Further, illustrate the important disclaimers regarding use of the website by the customers while drafting the e-contract, in case of loss or damaged suffered by the customers while availing services of Turfy Pvt. Ltd.
- (b) Draft a deed to sub-lease the property, with the permission of the original lessor, Hanu Sisodia, between Aarya (sub-lessor) and Pranita (the sub-lessee), bearing survey no. 856, Part I, measuring as 60 acres of agricultural land situated at the western bank of Godavari River in Nasik, for a period of 30 years w.e.f. 1st December, 2021, with a covenant for renewal of three Consecutive periods of 30 years each, though the sub-lease has to be initially valid for 30 years only.

*(8 marks each)*

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