

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) A, B and C decided to form a Housing Finance Company. As a Company Secretary draft an Object clause for the same. Assume other facts, if required.
- (b) Mr. X was appointed as Additional Director by Board of Directors of the Company to hold the office up to the date of the Annual General Meeting in which resolution is to be passed to appoint Mr. X as a Director of the Company liable to be retired by rotation. Draft the resolution for the appointment of Mr. X.
- (c) Mr. A supplied certain goods to XYZ Ltd. for a sum of ₹ 500.00 Lakhs. Before the payment of said amount, the XYZ Ltd. gone into liquidation. Mr. A has to submit an affidavit before the Hon'ble High Court of Orissa to support his case. Draft an affidavit; assume other facts, if required.
- (d) Mr. Ramestha Dher, a *patwari* of a village, is put up for trial of an offence under section 409 of Indian Penal Code (Criminal breach of Trust by a Public Servant). He is being prosecuted for non-deposition of the collected land revenue of ₹ 1,000/- to the Government Treasury. An offence under section 409 is a non-bailable offence. The accused, an under-trial prisoner, is now 60 years old man. Draft a bail application on behalf of Mr. Ramestha Dher.

(5 marks each)

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

2. Explain the following :

- (a) Secretarial Standard-1 in respect of alteration of minutes of the meeting of Board of Directors once signed by the Chairman.
- (b) Importance of *Force Majeure* clause in commercial contracts.
- (c) National Company Law Tribunal as quasi-judicial body.
- (d) Notice period to convey meeting of Board of Directors. State whether company may prescribe a longer Notice period through its Articles ?

(4 marks each)

OR (Alternate question to Q. No. 2)

2A. Distinguish between the following :

- (i) The Shrink-Wrap Agreements and Electronic Data Interchange (EDI).
- (ii) Revocable and Irrevocable Power of Attorney
- (iii) License and Lease
- (iv) Ordinary Resolution and Special Resolution

(4 marks each)

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

3. Explain the following :

- (a) Importance of Skeleton draft and its self-appraisal in drafting of documents.
- (b) Rule of Adverse Inference.
- (c) Form and manner of filing complaint.
- (d) Who can be a partner as per Partnership Act, 1932 ?

(4 marks each)

: 3 :

OR (Alternate question to Q. No. 3)

3A. Elucidate the following :

- (i) Significance of attestation, registration and stamp duty with regard to execution of an Agreement.
- (ii) In case of transfer of immovable properties, no right, title or interest can be transferred in the absence of Deed of Conveyance.
- (iii) Interlocutory Proceedings.
- (iv) What a Company Secretary should bear in mind while appearing before any judicial authority ?

(4 marks each)

4. Explain the following :

- (a) 'Goodwill is an intangible, but not necessarily a fictitious asset'.
- (b) 'Utmost care is required to draft the Articles'.
- (c) Important points which should be kept in mind while drafting pleadings.
- (d) Judgment and write a note on it.

(4 marks each)

5. (a) 'The articles may contain provisions for entrenchment to the effect that specified provisions of the articles be altered.' Comment and discuss.

(4 marks)

- (b) Before incorporation, the promoters of ABC Mills Ltd., Ms. Desai & Mr. Advani entered into an agreement with Mr. Dalvi to buy a plot of land in Pune, on behalf of a Company. After incorporation, ABC Mills Ltd. refuses to ratify the agreement. Does Mr. Dalvi have remedies against promoters Ms. Desai and Mr. Advani ? Explain.

(6 marks)

- (c) A Company wishes to shift its registered office from Mumbai to New Delhi. An extra-ordinary general meeting is called for this purpose, where the shareholders passed an ordinary resolution in this regard. A petition is then filed before the Company Law Board for its approval. Examine the validity of the shifting of registered office of the company.

(6 marks)

6. (a) Under agreement between X Ltd. and A Ltd., X Ltd. was awarded with the contract for supply of Machinery. Draft an Arbitration Agreement to refer disputes, if any, to two Arbitrators which are to be appointed by both the parties to the agreement. Assume other facts, if required.
- (b) Mr. A and Mr. B are running business in Partnership and sharing Profits/Losses in equal proportion; name of the Firm is X & Co. They want to introduce Mr. C into the firm as a new partner with 30% share in firm and Rs. 10.00 Lakhs as Capital Contribution. Draft a Partnership Deed for admission of Mr. C as a new partner. Assume other facts, if required.

(8 marks each)

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