

Roll No.

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 6

Total number of printed pages : 12

NOTE : Answer ALL Questions.

PART-I

1. Sunshine Builders Pvt. Ltd. launched a residential project named *Green Valley Residency* in 2023 comprising 120 apartments on 2,000 sq. meters of land. The promoter started advertising the project through brochures and online portals, promising possession within 24 months and highlighting amenities such as a clubhouse and landscaped gardens.

The promoter accepted booking amounts up to 20% of the apartment cost from several buyers without executing a registered agreement for sale. Some buyers paid advances based solely on the advertisement and model flat displayed at the site office.

Sunshine Builders applied for registration of the project before the Real Estate Regulatory Authority (RERA) but failed to disclose certain pending litigation relating to the title of the land. The Authority did not communicate approval or rejection within 30 days. Meanwhile, the promoter continued construction and marketing activities.

After two years, the project remained incomplete and possession was delayed by 12 months beyond the promised date. Further, certain promised amenities were not constructed. Devendra, an allottee, decides to withdraw and seek refund, while another allottee, Surendra, wants possession along with compensation for delay. The promoter has also neither executed conveyance deeds nor handed over the common areas despite obtaining the occupancy certificate. Aggrieved allottees have now approached RERA seeking relief.

Based on above facts, answer the following under the Real Estate (Regulation and Development) Act, 2016 :

- (a) What is the legal effect if RERA neither grants nor rejects registration within 30 days ?
(2 marks)
- (b) Is booking amount up to 20% of the apartment cost valid ? Give reason.
(2 marks)
- (c) If the promoter provided false information regarding land title at the time of registration, what penalty may be imposed under Section 60 read with Section 4 ?
(2 marks)
- (d) What remedies are available to a buyer under Section 12 of the Act, if the advertisement, prospectus or model flat contains false or incorrect representations ?
(2 marks)
- (e) If Devendra decides to withdraw due to delay in possession, what relief is available to him under Section 18(1) of the Act ?
(2 marks)
- (f) If Surendra does not withdraw from the project and continues as an allottee, state the promoter's liability for delayed possession under Section 18(1) of the Act ?
(2 marks)
- (g) What are the promoter's obligations regarding execution of conveyance deed and transfer of common areas under Section 17 of the Act ?
(3 marks)

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2. (a) Refresh & Co. released an advertisement claiming its drink “instantly cures fatigue and boosts immunity by 200%.” Joe, one of India’s top social media influencers, also endorsed it as a healthy drink. Against this, complaints were filed with the Central Authority under the Consumer Protection Act, 2019. What directions and penalties can the Central Authority issue/impose against Refresh & Co. and Joe ?

(5 marks)

- (b) Arjun Mehta purchased a house using proceeds of crime. The Enforcement Directorate attached the property under the Prevention of Money Laundering Act, 2002. During the pendency of proceedings, Arjun Mehta created a lease in favour of his friend and also mortgaged the house to a private lender. Later, the Special Court passed an order of confiscation under Section 8(5) of the Act. What will be the effect of confiscation on the lease and mortgage created by Arjun Mehta under Section 9 of the Prevention of Money Laundering Act, 2002 ? Will those rights survive after confiscation ?

(3+2=5 marks)

- (c) ABC Global Media Ltd., a United Kingdom-based well-known daily newspaper, proposes to publish in India, (i) a scientific and technical journal and (ii) a facsimile edition of its foreign newspaper.

Examine the permissibility of each proposal under the Foreign Direct Investments Regulations and Policy for Print Media, specifying the applicable FDI cap, entry route, and mandatory conditions.

(5 marks)

3. (a) Arvind Mehra, an Indian exporter of readymade garments, returns to India from Italy after attending an international trade fair. While returning, he carries in his passenger baggage certain items including :
- Imported price tags, designer labels and embellishments required for his export orders.

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- Two prototype fashion accessories purchased abroad for product development as he is actual user.
- A restricted electronic gadget as a gift for his cousin in India.

At the Customs counter, he claims that since all goods are part of his passenger baggage and some are for business purposes, no authorisation is required under the Foreign Trade Policy (FTP). In the above circumstances, examine whether Arvind Mehra can import all the above items without authorisation under the Foreign Trade Policy provisions.

(2+2+1=5 marks)

- (b) M/s. Green Textiles Pvt. Ltd. is a unit established in a notified Special Economic Zone (SEZ) for manufacturing eco-friendly fabrics exclusively for export. The company imported raw materials without payment of customs duty for its authorised operations in the SEZ. After two years, due to financial difficulties, the company transferred a portion of the imported duty-free raw materials to its sister concern located in the Domestic Tariff Area (DTA), without obtaining permission from the competent authority. The company argues that since both entities belong to the same corporate group and the goods were originally imported lawfully, no violation of the SEZ Act has occurred. Examine the legality of the company's action with reference to Sections 30 and 53 of the Special Economic Zones Act, 2005. Also explain the meaning of Special Economic Zone (SEZ).

(4+1=5 marks)

- (c) Ananya Rao is a senior officer working in a Government-owned company. She was invited by a Canadian organisation to attend and speak at a conference in Canada.

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The organisation offered to pay for her flight, hotel stay and other expenses. She accepted the offer without taking permission from the Central Government. She says the visit was in her personal capacity and not related to her official work. After returning to India, she did not inform the Government about the hospitality she received. In this situation answer the following with reason :

- (i) Whether she was required to take prior permission under the Foreign Contribution (Regulation) Act, 2010.
- (ii) Whether saying that the visit was in her personal capacity excuses her from the legal requirement.

(3+2=5 marks)

Attempt all parts of either Q. No. 4 or Q. No. 4A

4. (a) Rohit, a resident individual in India, remitted USD 1,80,000 in June 2025 towards his daughter's tuition fees in Canada under the Liberalised Remittance Scheme (LRS). In September 2025, he remitted USD 40,000 towards maintenance expenses for his son studying in Australia. In January 2026, Rohit proposes to remit USD 60,000 as a gift to his brother residing in the United States.

The Authorised Dealer (AD) bank refuses to process the last remittance without prior approval of the Reserve Bank of India (RBI). Rohit argues that each remittance falls under a separate permissible category (studies abroad, maintenance of relatives abroad and gift) and therefore each should independently qualify up to USD 2,50,000. Advise whether the AD bank is correct in refusing the remittance. Give reasons with reference to the Liberalised Remittance Scheme provisions under the Foreign Exchange Management Act, 1999.

(5 marks)

- (b) Explain the reporting requirements for Overseas Direct Investment (ODI) and Overseas Portfolio Investment (OPI) by a person resident in India.

(5 marks)

- (c) State the composition of the Competition Commission of India and the term of office of its Chairperson and other Members under Sections 8 and 9 of the Competition Act, 2002.

(5 marks)

OR (Alternative question to Q. No. 4)

- 4A. (i) What is meaning of “remittance of assets” ? Explain the provisions relating to remittance of assets by individuals other than NRIs/PIOs under the Foreign Exchange Management Act, 1999.
- (ii) Discuss the powers of Director or Controller in respect of inspection and seizure under section 15 of the Legal Metrology Act, 2009.
- (iii) Discuss the jurisdiction of the National Consumer Disputes Redressal Commission under Section 58 of the Consumer Protection Act, 2019.

(5 marks each)

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PART-II

5. (a) Arjun is a well-known writer. In 2015, he wrote an original novel titled “*The Silent River*”. The book was first published in India in 2016. In 2018, a film company called Meera Films Pvt. Ltd. took written permission from Arjun to make a movie based on his novel. However, their agreement did not clearly mention satellite broadcasting rights (such as showing the film on television).

In 2023, another producer released a film titled “*Quiet Waters*”. Arjun claims that this new film is very similar to his novel. According to him, not only the main idea but also the storyline, characters and sequence of events have been copied.

Further, a broadcasting company telecast the film made by Meera Films but did not pay any royalty to Arjun. The company claims that it has legal rights to broadcast the film. In fact, Arjun had not registered his copyright. The defendants argue that because the work was not registered, Arjun cannot file a copyright infringement case. Arjun wants to file suit seeking relief for copyright infringement.

Based on above facts, answer the following with legal provision of Copyright Act, 1957 :

- (i) What is Copyright ?

(2 marks)

- (ii) Whether copying the storyline and sequence of events in the film “*Quiet Waters*” amounts to copyright infringement ?

(2 marks)

- (iii) Whether registration of copyright is mandatory before filing an infringement suit ?
(2 marks)
- (iv) Whether Arjun, as the author of the novel, has moral rights even after assigning adaptation rights ?
(2 marks)
- (v) Before which Court can Arjun seek remedy under the Copyright Act, 1957 ?
(2 marks)
- (b) BrightGlow Cosmetics Pvt. Ltd. has been making and selling herbal cosmetic products under the brand name “NATURAGLOW” since 2015. They have registered this name under the Trade Marks Act, 1999 for their cosmetic products. Over the years, they have spent a lot of money on advertising and their brand has become well-known and popular among customers.
- In 2023, another company called NaturalGlow Herbals Pvt. Ltd. started selling similar cosmetic products using the mark “NATURAGLO”. They also copied the same colour combination and packaging style. BrightGlow claims that the new mark is very similar to their own and will confuse customers. They also say that NaturalGlow is violating their trademark by using a similar name in their company.
- NaturalGlow defended itself by arguing that the words “Natura” and “Glow” are common words used in the cosmetics industry and cannot be owned by one company. They also said that there was no real chance of confusion among buyers.

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Meanwhile, BrightGlow applied for registration of a new logo. The Registrar raised objections under Section 9 on the ground that the mark lacked distinctiveness. However, the mark was later advertised. Within the prescribed period, a third party filed a notice of opposition against the registration.

BrightGlow has now filed a suit for infringement and passing off against NaturalGlow. Based on above facts, answer the following questions with legal provision in reference to Trade Marks Act, 1999.

(i) Whether “NATURAGLO” can be considered deceptively similar to “NATURAGLOW” ?

(2 marks)

(ii) What is the purpose of advertisement of BrightGlow’s mark ?

(2 marks)

(iii) If the marks and goods are identical, what presumption will the Court make regarding confusion ?

(2 marks)

(iv) What benefits does BrightGlow acquire by registration of its trademark under the Trade Marks Act, 1999 ?

(2 marks)

(v) Can the use of “NATURAGLO” as part of a corporate name amount to infringement ?

(2 marks)

Attempt all parts of either Q. No. 6 or Q. No. 6A

6. (a) An Indian scientist Dr. Mehta, working in a private research laboratory in India, developed a new chemical process for manufacturing a pharmaceutical compound. Dr. Mehta directly filed a patent application for the invention in the United States. Later, it came to the notice of the Indian Patent Office that the invention had been developed in India and that the application was first filed abroad. Discuss whether Dr. Mehta can validly file a patent application outside India under Section 39 of the Patents Act, 1970.

(5 marks)

- (b) The “Mewar Marble Association”, consisting of marble quarry owners from the Udaipur region of Rajasthan, applies for registration of the name “Mewar Marble” as a Geographical Indication. They claim that the marble extracted from this region is famous for its unique white texture, durability and traditional mining techniques, which are essentially attributable to the geographical conditions of the area. Whether the name “Mewar Marble” can be registered as a Geographical Indication as per Geographical Indications of Goods (Registration and Protection) Act, 1999 ?

(5 marks)

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- (c) Elegant Furniture Pvt. Ltd. created a new ornamental design for a dining chair and obtained registration of the design under the Designs Act, 2000 on 1 January 2015. As the registered proprietor, the company enjoyed exclusive rights over the design.
- What is the duration of copyright in a registered design under the Act ?
 - What legal requirement must Elegant Furniture Pvt. Ltd. fulfil to extend this period and for what further period can the copyright be extended ?
 - On what grounds can the registered design be cancelled under Section 19 of the Act ?

(1+2+2=5 marks)

- (d) Nature Fresh Pvt. Ltd. obtained registration of the trade mark “GREENBITE” in 2016 for packaged fruit juices. However, after registration, the company did not start production or sale of fruit juices under the said trade mark for several years. In 2023, another company Healthy Drinks Ltd. applied to the Registrar for removal of the trade mark “GREENBITE” from the register, claiming that the mark had not been used for more than five years from the date of its registration. Nature Fresh Pvt. Ltd. argued that the non-use of the mark was due to government restrictions on the import of certain ingredients required for manufacturing the product, which prevented them from using the mark.

State the provision relating to Removal of Trade Mark for Non-use. Discuss whether the non-use of the trade mark by Nature Fresh Pvt. Ltd. can be justified on the ground of special circumstances in trade under Section 47(3) of the Trade Marks Act, 1999.

(3+2=5 marks)

OR (Alternative question to Q. No. 6)

- 6A.** (i) What is the tort of passing off in relation to unregistered trademarks ? What are the essential elements that a plaintiff must establish in an action for passing off ?
(2+3=5 marks)
- (ii) What is meant by copyright under Section 14 of the Copyright Act, 1957 in relation to a computer programme and an artistic work ?
(5 marks)
- (iii) Explain the essential requirements for the registration of a 'Design' under the Designs Act, 2000.
(5 marks)
- (iv) Explain the term "Industrial Property" under Intellectual Property Rights ?
(5 marks)

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