

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) The Board of Directors of the Kina Stock Brokers Limited comprises of six persons viz., Nagaraju, Ishaan, Avikesh, Kiran Kumar, Shourya and Shreyas. A meeting of the Board was convened on 4 February 2025. The notice for which was issued on 15 January 2025. The notice was served to all the directors except Ishaan. During the board meeting on the scheduled date, a resolution was passed for the appointment of Meghna, as an Additional Director. Examine the validity of the resolution.
- (b) Pajaka Agro Products Limited was in process of the expansion of the business. During a meeting of the Board of Directors, it was proposed to appoint Narmadha as an Additional Director. Draft board resolution for the appointment of Narmadha as an Additional Director.
- (c) Shrilekha is Ahalya's grand-daughter. Out of love and affection. Ahalya proposes to gift her property to Shrilekha at her marriage. Draft a gift deed for the same. If required, assume facts.
- (d) Draft a Special Power of Attorney in favour of Sudarshan Bhat, a practising Company Secretary, to be filed with the Registrar of Companies/Ministry of Corporate Affairs at the time of incorporation of The Poornabodha Chemicals Limited. Assume facts, if required.

(5 marks each)

: 2 :

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

2. Explain the following :

- (a) The important points a Company Secretary has to adhere while drafting Article of Association of a public limited company.
- (b) Why surrender of lease is not a transfer ?
- (c) The essential characteristics of a Will.
- (d) The term *Reddendum*.

(4 marks each)

OR (Alternate question to Q. No. 2)

2A. Distinguish between the following :

- (i) FIR and Complaint
- (ii) Habeas Corpus and Mandamus.
- (iii) Memorandum of Association and Articles of Association.
- (iv) Conveyance and Contract.

(4 marks each)

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

3. (a) Haritha and Poojitha entered into an agreement for the sale of an immovable property under construction in Haridwar. The agreement contained all relevant information such as details of the property, consideration and warranties as to the title being free from all encumbrances. However, some details regarding the consideration such as timeline of the payments, interest on delayed payments etc were not disclosed in the agreement. Examine the validity of the agreement between Haritha and Poojitha. Cite leading case law on the point.

(4 marks)

: 3 :

- (b) Durga Parameshwari Automobiles Limited filed a petition with certain pleadings on 3 March 2025, before a court of competent jurisdiction. The same was duly signed by Sumalatha Shetty, Company Secretary of the company. There was no clear authority/document with the Company Secretary to sign the said pleadings on behalf of the company. However, on 18 March 2025, a Board resolution was submitted duly ratifying Sumalatha's actions in the matter. Discuss the validity of the ratification. Refer leading case law on the point.

(4 marks)

- (c) A General Power of Attorney (GPA) was executed by the Board of Directors of Abdul Rehman Textiles Limited on 4 December 2023. On 12 March 2024, an authority exercising competent jurisdiction passed an order for the winding up of Abdul Rehman Textiles Limited. Draft specimen GPA and examine the validity of the GPA executed by the said company.

(4 marks)

- (d) The Articles of Association of Shabari Clinkers Limited provides that a meeting of the Board of Directors be held in Udupi, Karnataka. A meeting of the Board of Directors was convened and held in Dwaraka, Gujarat. Examine the validity of the meeting and the business transacted there at.

(4 marks)

OR (Alternate question to Q. No. 3)

- 3A.** (i) How it can be proved that a resolution is passed at a meeting of the Board of Directors of a Company ? Discuss.
- (ii) Girish Upadhyaya and a Hindu Undivided Family (HUF) entered into partnership agreement. The Karta of the HUF contended that all the members of family become *ipso facto* partners of the partnership. Discuss the tenability of the contention.
- (iii) Explain the Rule of Adverse Inference.
- (iv) Explain the contractual liabilities of a Company Secretary under the Companies Act 2013.

(4 marks each)

4. (a) “An assignment is a form of transfer of property and it is commonly used to refer the transfer of an actionable claim or a debt or any beneficial interest in movable property”. Discuss.
- (b) State the guidelines for entering into Foreign Collaboration Agreements.
- (c) Explain Outsourcing. Enumerate the key points to be considered while drafting an outsourcing agreement.
- (d) “An affidavit is a sworn statement in writing made specially under oath before an authorized officer”. Discuss.
- (4 marks each)
5. (a) Draft a Lease Deed of a land with forfeiture clause and Covenant for Renewal. Assume Facts.
- (6 marks)
- (b) Draft a specimen Notice of Extra-Ordinary General Meeting. Assume facts, if required.
- (6 marks)
- (c) Explain the rule of *Facta probantia* in pleadings.
- (4 marks)
6. Write short notes on the following :
- (a) Res judicata and Bar to Further Suits.
- (b) Stages of Criminal Trial in a Summons case.
- (c) The importance of ‘Disclaimers’ in the drafting of opinions by an expert.
- (d) Reference and Review under Civil Procedure Code 1908.
- (4 marks each)