

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. A group of freshly qualified engineers decided to pursue the business of developing software and information technology. Advise the group on the following :
  - (a) A memorandum of understanding has to be made amongst the promoters. State the matters to be included in the memorandum of understanding.

(8 marks)
  - (b) The group decides to form a company. What steps the promoters have to take for incorporation of the company ?

(8 marks)
  - (c) Draft the main objects clause of the company in the memorandum of association.

(4 marks)
  
2. (a) Re-write the following sentences after filling-in the blank spaces with appropriate word(s)/figure(s) :
  - (i) \_\_\_\_\_ contains the statutory provisions governing licences.
  - (ii) In legal sense, a deed is a \_\_\_\_\_ document.
  - (iii) \_\_\_\_\_ agency is a special type of agency that combines agency with guarantee.
  - (iv) Article 226 of the Constitution of India read with Article 32 thereof deals with \_\_\_\_\_.

(1 mark each)
- (b) Select the odd term out and briefly justify your answer :
  - (i) (a) Mortgage
  - (b) Lease
  - (c) Sub-lease
  - (d) Licence.

- (ii) (a) Recitals
- (b) Compounding
- (c) *Testatum*
- (d) Consideration.

(2 marks each)

- (c) "A Company Secretary has duties not only to the Court/Tribunal and client but also to the opponent." Explain.

(4 marks)

- (d) Draft a notice of an annual general meeting including an item on appointment of an independent director.

(4 marks)

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

- (i) The Indian Trusts Act, 1882 applies to *Wakfs* under the muslim law.
- (ii) In a leave and licence agreement, the licensee is said to be in constructive possession of the premises.
- (iii) Mortgagee is entitled to all the title deeds of the mortgaged property.
- (iv) A debt is not a property under the Transfer of Property Act, 1882.

(2 marks each)

- (b) Royal Engineering Works Ltd. proposes to take on lease a lathe machine. Advise the company on the key points to be included in the lease agreement. Assume data.

(8 marks)

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

- (i) Premises and *habendum*
- (ii) Restrictive covenants
- (iii) Surety's liability
- (iv) Revision (civil)
- (v) Compounding of offences under the Code of Criminal Procedure, 1973.

(4 marks each)

: 3 :

5. (a) While drafting a sale deed of immovable property for a company, one should bear in mind many important conditions. Comment on the following conditions :
- (i) Lawful consideration and object;
  - (ii) Competence of person to transfer; and
  - (iii) Precautions.

*(2 marks each)*

- (b) ABC & Co. entered into an agreement with a department of the Central Government for construction of their staff quarters at Delhi. During the course of execution of the works, ABC & Co. complained of delay in handing over the sites, delay in supply of material over the sites, change of drawings, designs and specifications and change of sites, *etc.* ABC & Co. had to sustain loss, as men and materials remained idle for various periods. This was brought to the notice of the department from time to time in writing.

To make good the losses, ABC & Co. claimed compensation in writing but the department did not respond. Being aggrieved, ABC & Co. by invoking the arbitration clause in the agreement, asked the department to appoint an arbitrator for settling the disputes. However, the department did not oblige on the pretext that there was no arbitrable dispute between them.

You are required to —

- (i) Discuss the merits of the case in the light of the provisions of the Arbitration and Conciliation Act, 1996.
- (ii) Draft a petition for appointment of an Arbitrator to be filed in the appropriate Forum.

*(4 marks)**(6 marks)*

6. Vasu, an employee in a statutory corporation of the Government of India having head office at Delhi, is posted in the Patna Regional Office. Vasu was in the habit of remaining absent without permission and even sometime on loss of pay. On a recent occasion, while discussing with his senior officer about his unauthorised absence, Vasu allegedly became agitated and used abusive language. The matter was referred to the higher authorities and it was decided to initiate disciplinary proceedings against him. An enquiry officer was appointed to find out the charges.

While conducting an enquiry, the enquiry officer did not give full opportunity to Vasu to defend himself. On the contrary, the enquiry officer held Vasu guilty of misconduct for wrongful behaviour and unauthorised absence. Based on the enquiry report, the disciplinary authority

imposed penalty of two increments down of Vasu. Not convinced with the enquiry report, Vasu approached you to deal with the case.

In the above circumstances —

(a) State what remedy is available to Vasu and under what law ?

(6 marks)

(b) Draft a petition challenging the above order.

(10 marks)

7. (a) Distinguish between the following :

(i) 'Partnership' and 'trust'.

(ii) '*Testatum*' and 'testimonium' clause.

(4 marks each)

(b) Draft a deed for extending period of a partnership. Assume data.

(8 marks)

8. (a) Raman of Sanatpur under an agreement dated 1<sup>st</sup> January, 2012 took a loan of ₹3 lakh from Shyam of Janakpur 30 Kms. away and both places having sub-divisional headquarters with appropriate judicial authorities. The loan is to be repaid over a period of 5 years in five annual instalments of ₹60,000 each along with interest @12% per annum. After paying the 1<sup>st</sup> instalment, Raman stopped paying further instalments. Shyam sent registered letters to Raman with AD which were duly received by Raman, but, he did not care to pay the balance amount. After about two and half years, Shyam decided to take legal action against Raman for recovering his money.

Draft a plaint to be filed by Shyam for recovery of money from Raman.

(8 marks)

(b) State, with reasons in brief, whether the following constitute transfer of property :

(i) Bequest under a will

(ii) Exchange

(iii) Charge

(iv) Surrender.

(2 marks each)