

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. Comment on the following statements :

- (a) A click-wrap agreement lacking bargaining power is not an enforceable contract in traditional sense.
- (b) Certain basic principles are required to be followed in the construction of a will.
- (c) Registration and payment of stamp duty on a deed of hire-purchase is compulsory.
- (d) A debtor cannot claim or take advantage of non-payment of consideration for assignment.

(5 marks each)

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

2. Distinguish between the following :

- (a) 'Public trust' and 'private trust'.
- (b) 'Continuing guarantee' and 'counter guarantee'.
- (c) 'Probate' and 'letter of administration'.
- (d) 'Operative clause' and 'testimonium clause'.

(4 marks each)

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

2A. Write notes on the following :

- (i) Argument on merits
- (ii) Need for a legal opinion
- (iii) Appellate authorities under the Income-tax Act, 1961
- (iv) Affidavit in evidence.

(4 marks each)

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

3. In the light of judicial pronouncements, discuss the following :
- (a) Genuineness of information of an offence as a condition precedent for registration of offence under the Code of Criminal Procedure, 1973.
  - (b) A party can produce expert evidence in the cases involving complex or technical issues.
  - (c) Courts generally do not grant relief, if not prayed for.
  - (d) A will and codicil are one and the same.

*(4 marks each)*

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

- 3A. Comment on the following with reference to *ratio* in leading cases, if any :

- (i) A sub-lease is an absolute assignment under the Indian law or the English law.
- (ii) An HUF can become a partner in a firm.
- (iii) Shareholders' agreements are generally not enforceable in India.
- (iv) Pre-requisites of arbitration.

*(4 marks each)*

4. (a) VT Ltd. instituted a suit against KA Furnitures Ltd. for breach of contract for supply of 200 study tables priced at ₹500 per table, on the following three counts :
- (i) KA Furnitures Ltd. did not supply full order within the stipulated time of three months from the date of contract.
  - (ii) The wood used for making the tables was not as per agreed specifications, instead of *sheesham* wood, *neem* wood was used.
  - (iii) Legs of 50 tables were found bent and weak.

All this occasioned a heavy loss of ₹25,000, which was claimed with interest @ 10% per annum and costs in the suit against defendants.

: 3 :

The defendant, KA Furnitures Ltd., refuted the claim made in the plaint by stating in written statement that "the defendant generally denies the allegations made by plaintiff as got up and unsustainable". Explain with reasons whether this defense would sustain in courts.

(8 marks)

- (b) Anil took a loan of ₹10 lakh from JF Financial Corporation (a registered financial company) for purchasing a one bed room flat on an agreed rate of interest of 16% per annum. Along with agreement papers, a promissory note (P/N) was signed by Anil which read, "Anil has taken loan of ₹10 lakh from JF Financial Corporation for purchasing a flat and whenever JF Financial Corporation demands its return, Anil shall pay back in ten instalments to them or to bearer of this P/N".

After one year, Anil defaulted in return of loan on demand by JF Financial Corporation. Consequently, a summary suit was instituted by JF Financial Corporation against Anil in the Court of Civil Judge. After scrutiny, the court dismissed the suit holding that the P/N was *void*.

What drafting precautions ought to have been taken by JF Financial Corporation when Anil was executing the P/N payable on demand ? Cite the relevant case law, if any.

(8 marks)

5. (a) In a pending suit for recovery of possession of house, the defendant filed written statement denying plaintiff's right of recovery. A list of four witnesses, two of whom were employees of Municipal Corporation was also filed. It was approved by the court. Summons to two defence witnesses (DWs) were issued by court. They were duly examined. But the court, in a cryptic unreasoned order, refused to summon remaining DWs with public record in defense of the defendant, and closed the evidence stage.

Draft a specimen revision petition to cure this defect in the trial of the suit and, thus, to prevent the miscarriage of justice. Assume hypothetical data, if necessary.

(8 marks)

- (b) What is the law relating to nomination of a successor to a partner of a firm in the event of death/retirement of the existing partner ?

(4 marks)

- (c) Explain, with example, the scope of interlocutory applications filed by the parties in courts. Cite applicable law, if any.

(4 marks)

6. (a) In a seminar on 'appearance in courts', the keynote speaker highlighted the significance of dress code for a Company Secretary appearing in courts representing *his company-in-lis*. A debate set in when a lady CS insisted that there should be no dress code for ladies while appearing before Courts/Tribunals.

Explain the importance of professional dress code and state the guidelines for professional dress of Company Secretaries.

(8 marks)

- (b) Dilip, the owner of a bungalow in Salt Lake area of Kolkata, decided to let-out his bungalow with 1,000 sq. feet area abutting 60 feet wide main road to QRS Corporation, for a term of three years on a rent of ₹1,00,000 per month *plus* taxes, service charges, *etc.* thereon. The premises is to be used for office accommodation purposes only.

Protecting the interests of all concerned parties, draft a specimen 'agreement of licence' to use the property. Assume supplementary data as may be required.

(8 marks)