

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. Attempt **any four** of the following :

- (i) Define 'document'. Explain various kinds of deeds.
- (ii) What are the important points that should be taken into consideration while drafting contracts ?
- (iii) What are the pre-requisites of 'arbitration' ? Draft the specimen of an arbitration agreement to refer dispute to an arbitral tribunal.
- (iv) Define the following :
 - (a) Contract of guarantee
 - (b) Hypothecation agreement
 - (c) Lease
 - (d) Licence
 - (e) Mortgage.
- (v) Draft a specimen of memorandum of mortgage by deposit of title deeds.

(5 marks each)

2. (a) Write short notes on **any two** the following :

- (i) *Del credere* agency
- (ii) Usufructuary mortgage
- (iii) Power of attorney and letter of authority.

(3 marks each)

(b) Choose the most appropriate answer from the given options in respect of the following :

- (i) A deed kept for twenty years or more in man's escritoire or strong box is called –
 - (a) Pretended deed
 - (b) Lawful deed
 - (c) Warranty deed
 - (d) Latent deed.

- (ii) A 'guarantee' guaranteeing an employer against the misconduct of an employee or to answer for the debt or default of another is called –
- (a) Performance guarantee
 - (b) Bank guarantee
 - (c) Counter guarantee
 - (d) Fidelity guarantee.
- (iii) In English law, mortgage by deposit of title deed is called as –
- (a) Usufructuary mortgage
 - (b) English mortgage
 - (c) Equitable mortgage
 - (d) Anomalous mortgage.
- (iv) Power of attorney executed for the purpose of generally representing another person or for performing more than one act is called –
- (a) General power of attorney
 - (b) Special power of attorney
 - (c) Particular power of attorney
 - (d) Revocable power of attorney.
- (v) In case of a company, mortgage of the property should be duly authorised –
- (a) By objects clause of the memorandum of association and approved by a resolution of the Board
 - (b) Only by objects clause of the memorandum of association
 - (c) Only by a resolution passed in the meeting of the Board
 - (d) By articles of association.

(1 mark each)

- (c) Mention the procedure to be followed for carrying through a compromise or arrangement under section 391 of the Companies Act, 1956.

(5 marks)

3. (a) Distinguish between the following :

- (i) 'Conveyance' and 'contract'.
- (ii) 'Instrument' and 'deed'.
- (iii) 'Partnership' and 'trust'.

(4 marks each)

- (b) Write a short note on 'retirement and expulsion of partners'.

(4 marks)

4. (a) State, with reasons in brief, whether the following statements are correct or incorrect :
- (i) Drafting is first thinking and second composing.
 - (ii) If a document is not properly stamped, it is rendered inadmissible in evidence.
 - (iii) Testimonium is the clause in the first part of the deed.
- (2 marks each)*
- (b) "Practising of good professional etiquettes is necessary for professional success in the emerging business scenario." Discuss.
- (4 marks)*
- (c) Bharat requests Ajay to sell and deliver to him goods on credit. Ajay agrees to do so, provided Chandan guarantees the payment of the price of the goods. Is this a sufficient consideration for Chandan's promise and is this arrangement a valid contract of guarantee ? Discuss.
- (6 marks)*
5. (a) Explain in detail the general principles of drafting and conveyancing and other writings.
- (12 marks)*
- (b) Write a short note on 'covenants and undertakings'.
- (4 marks)*
6. Attempt **any four** of the following :
- (i) What is meant by 'pre-incorporation contracts' ? Can a company ratify a contract entered into by the promoters on its behalf before its incorporation ? Explain with reasons.

(4 marks)
- (ii) Mention important guidelines which are required to be followed while entering into a foreign collaboration agreement.

(4 marks)
- (iii) Draft an affidavit of creditor in proof of his debt in proceeding for the liquidation of a company.

(4 marks)
- (iv) Define the following :
 - (a) Appeal
 - (b) Affidavit
 - (c) Articles of Association
 - (d) Rejoinder.

(1 mark each)

- (v) What is 'compounding of offences' ? How does compounding of offences take place under the Code of Criminal Procedure, 1973 ?

(4 marks)

7. (a) Re-write the following sentences after filling-in the blank spaces with appropriate word(s)/figure(s) :

- (i) Outsourcing is the contracting out of a company's non-core, non-revenue producing activities to a _____.
- (ii) The present day system of pleadings in our country is based on the provisions of the _____ supplemented from time to time by rules in that behalf by the High Courts of the States.
- (iii) _____ is an application by any party to an appellate court asking it to set aside or revise a decision of a subordinate court.
- (iv) _____ compels courts to act within their jurisdiction when a tribunal acts without or in excess of jurisdiction or in violation of the rules or law.
- (v) In compounding of offences, _____ make a joint application to the court that the parties have come to terms and the case may not be proceeded with.

(1 mark each)

- (b) State the general guidelines of drafting notices under the Companies Act, 1956.

(5 marks)

- (c) What is meant by a 'consent order' ? What remedies are available with the Securities and Exchange Board of India if the consent order is violated by a party ?

(6 marks)

8. (a) Explain the guidelines for professional dress of Company Secretaries.

(6 marks)

- (b) Why is art of advocacy important ? What are the important factors which Company Secretaries should keep in mind while making written pleadings ?

(10 marks)

— o —