

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 :

- (a) Hypothecation is a form of transfer of property in goods.
- (b) Every person of sound mind, not being a minor, may dispose of his property by a will.
- (c) A sub-lease is a device by a lessee for a lesser term than he himself has.
- (d) In dissolution of the firm, jural relation between all the partners, *inter se*, is snapped.

(5 marks each)

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

2. Explain the following :

- (a) Reasons for drafting recitals in a deed with due caution.
- (b) A complaint in a criminal case is what a plaint is in a civil case, whether the complaint is made to police or to a court.
- (c) Drafting and conveyancing have the same meaning though these are not interchangeable.
- (d) Material facts *vis-a-vis* immaterial facts while drafting a plaint.

(4 marks each)

OR (Alternate question to Q.No. 2)

2A. Distinguish between the following :

- (i) 'Indenture' and 'deed escrow'.
- (ii) 'Revocation' and 'extinction' of trusts.
- (iii) 'Wordings in the order of permanent injunction' and 'wordings in the order of temporary injunction'.
- (iv) 'Compounding order' and 'consent order'.

(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) In a contract, if the material terms of the agreement are clear and specific, omission of minor or basic details will not invalidate the agreement.
 - (b) 'Relevant considerations' in constructing a will.
 - (c) While drafting a deed of assignment of goodwill in the sale of business, goodwill ought to be specifically calculated in unassailable figures or arbitrarily fixed.
 - (d) Testamentary disposition is personal; it cannot be delegated to any other person.
- (4 marks each)*

OR (Alternate question to Q.No. 3)

- 3A. Write notes on the following :

- (i) Types of e-contracts
- (ii) Interlocutory application
- (iii) Creation of trust
- (iv) Collaboration agreements.

(4 marks each)

4. Examine and discuss the following :

- (a) Slump sale agreement as defined under the Income-tax Act, 1961.
- (b) Significance of memorandum of association as the foundation of the corporate structure.
- (c) Ingredients of a contract of agency that must be specifically incorporated in a contract.
- (d) Arguments on merits.

(4 marks each)

5. (a) "Shareholders' agreements (SHAs) are quite common in business today." Elucidate. Also discuss whether they form supplements to company's regulations and articles of association.

(8 marks)

: 3 :

- (b) ABC Ltd. has decided to acquire XYZ Pvt. Ltd. by purchase of its entire shares. As a Practising Company Secretary, you have been asked by ABC Ltd. for legal opinion on the acquisition. Explain the process involved in drafting the legal opinion.

(8 marks)

6. ABC Ltd. employs 600 employees including 380 workers. It manufactures plastic durables. In its factory premises, fifty acres vacant land is lying surplus to company's requirements. The workers have formed a religious public charitable trust registered under the Indian Trusts Act, 1882 and the Bombay Public Trusts Act, 1950. As most of them profess secular 'Anaamensh Radhaswami' sect, they require a suitable site near their quarters to worship Adyashakti and Holy Mentor, hold satsangs, and meditate as required in their creed. For this the managing trustee has approached the Chairman and Managing Director, Omkar, requesting for grant of 25 acres of surplus land for building a temple, as a gift for the welfare of employees.

The Board of directors, in their meeting, accepted the request and decided to grant 25 acres plot from surplus land situated adjacent to the western gate of the factory premises, subject to following main conditions :

- (i) Gift of land to be in perpetuity.
- (ii) Temple to be constructed by the trust, to be named 'Anaamensh Ashram' and open to all, subject to temple discipline and practical requirements.
- (iii) The Chairman and Managing Director/Company Secretary/nominee of the Board to be the President of the temple management committee.
- (iv) The donor company will defray 50% of annual recurring expenses of the temple out of employees' welfare fund.
- (v) No political or commercial or unlawful activity shall be allowed inside temple complex. But few stalls selling pooja articles, flowers, eatables or ladies trinkets may be allowed to be put up. Besides the Holy Mentor, manager of the temple and necessary staff may be allowed to reside in the temple precincts.

: 4 :

- (vi) Accounts and audit reports of the temple will be open to *cestui que trust* and donor company.
- (vii) These terms can be varied through the Chairman and Managing Director's order if contingencies so require, including demise of this gift in case of malpractices or unlawful activities or similar breach of the conditions of grant. In that event, the plot shall revert to the donor.
- (viii) All decisions in this regard shall be final and unchallengeable and binding on all concerned.

The Chairman and Managing Director, Omkar, asks you, as the Company Secretary, to draft a suitable gift deed containing above conditions. Assume supplementary data if required.

(16 marks)

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