

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. ABC, a plaintiff, instituted a suit for damages against XYZ & Co. for infringement of plaintiff's trade mark. Necessary details were given in eight paras of the plaint. The suit was registered. Summons were issued to XYZ & Co. for filing their written statement. The company's Advocate, a fresh LLB, has submitted the following draft of a written statement for approval so that it could be filed in the court :

Before The Civil Judge, Delhi

ABC		Plaintiff
			- Vs. -	
XYZ & Co.		Defendant

A Written Statement

Sir,

In response to your summons dated xxxx, 2014, I am instructed to reply company's defence as under :

- (a) We are a respectable company since last 20 years. We have secured market. For managing it, we are over busy. We do not manufacture any goods. We have no factory even. We are retailers only. We never faced any police or legal action in past.
- (b) How can we use plaintiff's trade mark, we can not understand. These trade marks are of different goods which we do not sell even.
- (c) So, the suit is bogus. It appears to be filed to blackmail us. ABC, the plaintiff is our director's neighbour. He is involved in property dispute with our director. He is our enemy.

PRAYER

Because of such facts, please close this case right now. Thanking you,

Yours obediently,

xxxxxx

Company's Advocate.

(Mobile: xxxxxxxxxxxx)

Date: xx-xx-2014

Is the draft written statement legally valid ? If you consider it defective, redraft it. Give reasons, law(s) or case law(s), if any, in support of your answer. Assume hypothetical data wherever necessary.

(20 marks)

2. (a) Re-write the following sentences after filling-in the blank spaces with appropriate word(s)/figure(s) :
- (i) Drafting may be defined as the synthesis of _____ and _____ in a language form.
 - (ii) Articles of association being _____ document of the company, have _____ in matters which involve dealings of the company with its own members or third parties.
 - (iii) Registration and stamp duty is _____ in case of mortgage value of ₹ _____ and above.
- (2 marks each)*
- (b) "KISS is a basic rule of drafting and pleading. Anyone who wishes to become a good writer should endeavour to be direct, simple, brief, vigorous and lucid." Comment.
- (6 marks)*
- (c) Select the odd term out and briefly justify your answer :
- (i) (a) Receipt clause;
(b) Capital clause;
(c) Operative clause;
(d) Testimonium clause.
 - (ii) (a) Recitals;
(b) Testimonium;
(c) *Habendum*;
(d) *Force majeure*.
- (2 marks each)*
3. (a) In the light of cases like *Bipromasz Bipron Trading SA vs. Bharat Electronics Ltd.* (SC.19 of 2011), draft a brief synopsis on arguments, whether the Supreme Court of India can appoint an arbitrator in cases where the contract contained a clause stipulating a named arbitrator.
- (8 marks)*

: 3 :

- (b) State, with reasons in brief, whether the following statements are true or false :
- (i) A proxy lodged with a company under section 176 of the Companies Act, 1956, is a power of attorney.
 - (ii) An award is *void* if one of the arbitrators does not sign the award.
 - (iii) All licenses are revocable at the will of the licensor.
 - (iv) *Habeas corpus* is a remedy available to a person who is detained with legal justification.

(2 marks each)

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

- (i) Compounding of offences
- (ii) Advocacy tips
- (iii) Supplemental deed
- (iv) Outsourcing agreements
- (v) Different meanings of 'instruments'.

(4 marks each)

5. (a) Elaborate the guiding principles that should be kept in mind while drafting an affidavit. (8 marks)

- (b) Match the following :

- | | |
|---|---|
| (i) Consideration | (a) <i>The Indian Stamp Act, 1899</i> |
| (ii) Usufructuary Mortgage | (b) <i>The Constitution of India</i> |
| (iii) Instrument empowering a specified person to act for and in the name of the executor | (c) <i>The Transfer of Property Act, 1882</i> |
| (iv) Writs | (d) <i>The Indian Contract Act, 1872</i> |

(2 marks each)

6. (a) Enumerate the common types of clauses that may be mentioned in the Third Part of the objects clause in a memorandum of association.

(10 marks)

- (b) Samaksh and Puneet are partners in a firm manufacturing and marketing jeans in the name and style of Novelty Garments. Now they want to admit Ms. Sameeksha, a sartorial expert, as a new partner. Prepare a deed of agreement for admission of Ms. Sameeksha into the firm.

(6 marks)

7. (a) Draft a specimen deed of mortgage by conditional sale.

(10 marks)

- (b) Distinguish between the following :

- (i) 'BPO' and 'KPO' in outsourcing agreements
(ii) 'Revision application' and 'review application'.

(3 marks each)

8. (a) Draft 'forfeiture clause' and 'renewal clause' in a lease deed to be executed with reference to section 114 of the Transfer of Property Act, 1882. Assume required data, if necessary.

(8 marks)

- (b) Draw up a specimen of bank guarantee on behalf of a contractor in lieu of earnest money.

(8 marks)