

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. (a) "Drafting of documents is very important part of legal documentation. Documents are subject to interpretation when no clear meaning could be inferred by a simple reading of documents."

Explain this statement with reference to the rules relating to interpretation of formal legal documents.

(10 marks)

- (b) Explain in brief the essentials of a hypothecation agreement. Draft a specimen agreement on behalf of a firm Excel & Co. to hypothecate goods to execute fixed loan from Rich Bank.

(10 marks)

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

2. Explain the following :

- (a) In a pleading, there is no scope for law and evidence as per Order 6 of the Code of Civil Procedure, 1908; yet, in practice, both are pleaded in higher courts, like High Courts and Tribunals.
- (b) An arbitration award is required to be registered.
- (c) A contract of counter guarantee is different from a contract of fidelity guarantee or performance guarantee.
- (d) All instruments are legal documents but all legal documents are not instruments.

(4 marks each)

: 2 :

OR (Alternate question to Q.No. 2)

2A. Distinguish between the following :

- (i) A 'writ of mandamus' and a 'writ of certiorari'.
- (ii) 'Privileged will' and 'unprivileged will'.
- (iii) 'Habendum' and 'reddendum'.
- (iv) 'Complaint' and 'plaint'.

(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) The court is entitled to put itself into the testator's arm chair.
- (b) A family arrangement can be enforced in a court of law.
- (c) In case of repugnancy in a will, last words shall prevail.
- (d) Goodwill of a business as an intangible asset.

(4 marks each)

OR (Alternate question to Q.No. 3)

3A. (i) In what respect, if any, pleadings in the memorandum of appeals under sections 96 to 99, Order XLI, sections 100 to 103, 104 to 106, Order XLIII, Rules 1 and 2 and Appeals to Supreme Court under the Code of Civil Procedure, 1908, differ from the pleadings in appeals under Articles 132(1), 133 and 134 of the Constitution of India.

(8 marks)

(ii) Santosh and Swamy are the partners in a partnership firm 'Santswam'. In view of mounting losses in the business, they decided to wind-up the business and dissolve the said firm. They require you to provide a release deed for dissolution of the firm. Prepare the release deed.

(8 marks)

4. (a) 'B' has filed a title suit against 'A' in the court of City Civil Judge (S.D.) as a long-cause suit. Pending its hearing, 'B' executed a power of attorney in favour of 'D' and got it registered. Later on, without consulting 'D', 'B' signed a compromise deed with 'A'. 'D' challenged the compromise as it was entered into without informing him or obtaining his consent; and so it prejudiced his rights. Would 'D' succeed ? Cite case law.

(6 marks)

- (b) Rise Ltd. wants to engage Kapil as its managing director. The Chairman of the company wants you to prepare and submit to him a draft specimen agreement of service with Kapil as a managing director of the company. Draft the same and also mention the precautions you will take while drafting the above agreement.

(10 marks)

5. (a) Ankush leased out his plot no. 111 in village Pilakhua, to Dinesh for three years from 1st June, 2012 for carrying out only nursery business therefrom. The plot has several *Sheesham* trees. A lease deed was signed by both the parties and registered as required by law. Dinesh has been doing nursery business but with effect from 1st October, 2014, he started digging earth from said plot for using it in his adjoining brick-kiln. A notice dated 5th October, 2014 served on him by Registered AD post asking him to stop digging earth from said plot, was ignored by Dinesh, the lessee. The plot continues to be damaged in this manner. It causes irreparable damage thus.

Ankush intends to institute an injunction-cum-damages suit in a court of competent jurisdiction praying for restraining Dinesh from digging earth from said plot and damages pendente lite. Interests and costs are also to be claimed. Assuming supplementary data, draft a specimen plaint.

(8 marks)

- (b) State in brief the law regarding promoters' contract. Draft a specimen promoters' contract for the purchase of an industrial plot for setting-up an industrial unit of the proposed company PMQ Ltd.

(8 marks)

6. (a) What are e-contracts ? Discuss important points with regard to drafting of e-contract.
(8 marks)
- (b) The complainant and the accused in a criminal case arrived at a settlement of an offence which was not compoundable under the provisions of the Code of Criminal Procedure, 1973.

Answer the following questions citing relevant case laws —

- (i) Whether the court can allow compounding of this offence in the interests of justice to both the parties ?
- (ii) What is the actual relevancy of such settlement ?

(4 marks each)

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