

Roll No.....

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 6

Total number of printed pages : 3

NOTE : Answer **ALL** Questions.

1. Comment on the following :

- (a) Conveyance is an act of transfer of any property.
- (b) A contract of guarantee is a contract to perform the promise.
- (c) A mortgage is a transfer of interest in any property.
- (d) A lease of immovable property is a transfer of right.

(5 marks each)

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

2. Distinguish between the following :

- (a) 'Endorsement' and 'engrossment'.
- (b) 'Partner' and 'designated partner'.
- (c) 'Bank guarantee' and 'hypothecation'.
- (d) 'Surety' and 'security'.

(4 marks each)

OR (Alternate question to Q.No. 2)

2A. Write notes on the following :

- (i) Assignment of copyright
- (ii) Goodwill as an intangible asset
- (iii) Provisions relating to appeal before the Competition Appellate Tribunal under the Competition Act, 2002
- (iv) Web wrap agreement.

(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 family settlement must be a *bona fide* one.
 - (b) It is to ascertain the intentions of the testator who constructed a will.
 - (c) Surrender of lease is not a transfer.
 - (d) An HUF is not a legal person.

(4 marks each)

OR (Alternate question to Q.No. 3)

- 3A. In the light of judicial pronouncements, discuss the following :
- (i) A firm is not a legal person.
 - (ii) Revocation of gift.
 - (iii) Deficiency in pleading would not affect the plaintiff's case.
 - (iv) In case of any conflict between the articles of association and the shareholder's agreement, the former will always prevail.

(4 marks each)

4. Vijay is holding 10,000 shares of Kamal Ltd., a listed company, in physical form. The price quoted for the share in stock exchange is ₹1,100. Due to change of house, Vijay could not locate the shares. He wrote to the Company Secretary of Kamal Ltd. for issue of duplicate share certificate. The company asked the following documents from Vijay to consider the request for issue of duplicate share certificate :
- (a) A copy of FIR;
 - (b) An affidavit on a stamp paper of ₹10;
 - (c) An indemnity bond on a stamp paper of ₹300 to be executed by the shareholder to the effect that in case the company suffers any loss due to issue of duplicate share certificate, the shareholder will indemnify the company to make the loss good; and

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(d) Since the value is large, a surety bond from a person other than the relative of the shareholder to make the loss good in case of any eventuality.

Draft (i) an FIR; (ii) an affidavit; (iii) an indemnity bond; and (iv) surety bond on the basis of facts given above. You may imagine the facts/data wherever necessary.

(4 marks each)

5. (a) Under what circumstances, the Supreme Court of India can entertain appeals in cases where law does not provide right to appeal ?

(4 marks)

(b) Draft a legal notice under section 80 of The Code of Civil Procedure, 1908 to the State Government through district collector.

(4 marks)

(c) Business contracts these days specify the rights, liabilities and activities of the parties in detail. Still in the event of breach of the contractual obligations, irreparable intangible damages like loss of reputation and market do occur. Advise the remedies and redressal action, an aggrieved party to the contract can take under the civil law in such an event if the contract could still be saved. Cite legal provisions, if any.

(8 marks)

6. (a) "Recitals carry evidentiary importance in the deed. It is an evidence against the parties to the instrument and those claiming under and it may operate as *estoppel*." Write a detailed note on this statement with reference to the decisions of the courts.

(8 marks)

(b) 'Outsourcing' is the contracting out of a company's non-core and non-revenue generating activities to specialists. Before signing an outsourcing agreement, what are the factors that must be addressed ?

(8 marks)

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