

Drafting Appearances and Pleadings

Roll No.....

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 8

Total number of printed pages : 3

NOTE : Answer SIX questions including Question No.1 which is compulsory.

1. (a) Hurry Burry Ltd. went into liquidation and its assets were put to sale by the court. The terms and conditions of the sale stated that the sale would be of the assets on 'as is where is and whatever there is' basis and the bidders had to satisfy themselves as to any encumbrance on the property. On 15th September, 2006, the company judge confirmed the sale of an immovable property in an auction in favour of Ravi. Later on, Ravi received a notice from the municipal corporation authorities claiming the payment of arrears of property tax for the period prior to 15th September, 2006 with interest. The municipal corporation had not filed its claim before the official liquidator. It was argued by the municipal corporation authorities that the sale was made on 'as is where is and whatever there is' basis and the buyer was deemed to have full knowledge as to the defects in the description, quality and quantity of the assets sold. Decide whether Ravi is liable to pay the arrears of property tax with interest. Support your answer with decided case law.

(5 marks)

(b) What are the do's and don'ts which should be considered while drafting documents?

(5 marks)

(c) Explain the following :

- (i) Deed pool
- (ii) Deed poll
- (iii) Indenture
- (iv) Cyrographum
- (v) Deed escrow.

(2 marks each)

2. (a) Mention important aspects which should be kept in mind while drafting a sale deed of an immovable property by a limited company.

(5 marks)

(b) Alpha Industries Ltd. wishes to appoint Ram Avtar & Co., Advocates as their legal consultant on an annual retainership basis. Draft a suitable agreement assuming facts, wherever necessary.

(5 marks)

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- (c) Explain the following types of guarantee :
- (i) Contract of guarantee
 - (ii) Continuing guarantee
 - (iii) Bank guarantee.
- (2 marks each)*
3. (a) What are the statutory provisions for appeals to the Securities Appellate Tribunal (SAT) under the Securities and Exchange Board of India Act, 1992 ?
- (4 marks)*
- (b) Distinguish between 'lease agreement' and 'licence agreement'.
- (4 marks)*
- (c) Draft a specimen arbitration agreement to refer a dispute to two arbitrators.
- (8 marks)*
4. (a) "Articles of association of a company are public documents and have evidentiary value in matters which involve dealings of a company with its own members or third parties." Discuss the statement and also state the important aspects to be kept in view while drafting the articles of association of a company.
- (8 marks)*
- (b) Write notes on the following :
- (i) Rule of adverse inference
 - (ii) Representative suit.
- (4 marks each)*
5. (a) "It is incumbent upon the defendant to file his defence in writing, else the court may pronounce judgment against him or make such order as it deems fit." Examine the statement and enumerate important points while drafting the reply or a written statement.
- (6 marks)*
- (b) Discuss the contents of a trust deed.
- (6 marks)*
- (c) Explain any two types of mortgage.
- (4 marks)*
6. (a) Ultra Vision Textiles Ltd. is entering into a foreign collaboration with Omega Inc., USA for technical know-how and assistance for the proposed textile machinery manufacturing project. Draft a suitable foreign collaboration agreement.
- (10 marks)*

- (b) A contract existed between Rahul and Sahil. Sahil went to the court of law for non-performance of the contract by Rahul. During the pendency of the suit, Rahul and Sahil arrived at certain compromise and reduced the terms of compromise by signing a 'memorandum of understanding' (MOU). Whether such an MOU amounts to novation of the contract ?
(6 marks)
7. (a) What is meant by 'compromise' and 'arrangement' ? What is the procedure to be followed for carrying through a compromise or arrangement under the Companies Act, 1956 ?
(6 marks)
- (b) Mention the important considerations while drafting an affidavit in evidence.
(5 marks)
- (c) What is meant by 'etiquette' ? What are the invitation etiquettes to be observed by a Company Secretary ?
(5 marks)
8. (a) Explain the following :
(i) *Habeas corpus*
(ii) *Mandamus*.
(3 marks each)
- (b) What are the advocacy tips to be borne in mind by a Practising Company Secretary while appearing before a tribunal ?
(5 marks)
- (c) What is the meaning of the term 'compounding' ? What factors are to be taken into consideration for the purpose of compounding of offences under the respective statutes ?
(5 marks)

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