

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. Attempt **any four** of the following :

(a) Anand sells a property to Karan. After completion of the conveyance, Karan discovers that under a decree for partition, a portion of the property had been allotted to Chandan and Anand's omission to disclose the decree is fraudulent. Discuss the rights and course of action available to Karan.

(5 marks)

(b) Define 'deed'. What are the components of a deed in general ?

(5 marks)

(c) Re-write the following sentences after filling-in the blank spaces with appropriate word(s)/figure(s) :

- (i) _____, in legal sense, means an act of preparing legal documents.
- (ii) _____ are those deeds in which there are two or more parties.
- (iii) _____ is a special type of agency, which combines agency with guarantee.
- (iv) _____ is a method of acquiring the right to use equipment or real property for consideration.
- (v) Pleadings filed by a defendant/respondent in answer to the claim set-out by the plaintiff/petitioner in the form of affidavit and/or supported by an affidavit are referred to as _____.

(1 mark each)

(d) State, with reasons in brief, whether the following statements are true or false :

- (i) 'Drafting' and 'conveyancing' provide the same meaning although these terms are not inter-changeable.
- (ii) Consideration is very important in a document and must be expressed. But, non-mention of consideration does not invalidate the document.
- (iii) Agreements not relating to immovable property and agreements not creating an interest in immovable property are not compulsorily registrable.
- (iv) "I promise to pay Balram Rs.2,000 and all other sums which shall be due to him" is a promissory note.
- (v) A private trust will fail, if the object is uncertain or incapable of application.

(1 mark each)

- (e) Choose the most appropriate answer from the given options in respect of the following :
- (i) If a power of attorney is executed in favour of more than one person and is silent on the mode of execution by attorneys, the attorneys will be entitled to act only –
 - (a) Jointly
 - (b) Severally
 - (c) Both (a) and (b)
 - (d) None of the above.
 - (ii) The notices issued by a company under the Companies Act, 1956 may be –
 - (a) Contingent
 - (b) Conditional
 - (c) Both (a) and (b)
 - (d) None of the above.
 - (iii) The Code of Civil Procedure, 1908 prescribes that dates, sums and numbers expressed in pleading shall be in –
 - (a) Figures
 - (b) Words
 - (c) Both (a) and (b)
 - (d) None of the above.
 - (iv) The writ that is available to any person, whenever any body of persons having legal authority to determine questions affecting rights of subjects and having the duty to act judicially acts in excess of its legal jurisdiction, is –
 - (a) *Mandamus*
 - (b) *Certiorari*
 - (c) Both (a) and (b)
 - (d) None of the above.
 - (v) The power of registered proprietor of a trade mark to assign his rights in the trade mark is dealt under section 37 of –
 - (a) The Copyright Act, 1957
 - (b) The Trade Marks Act, 1999
 - (c) The Trade and Merchandise Marks Act, 1958
 - (d) None of the above.

(1 mark each)

2. (a) Discuss the requirements of section 13 of the Companies Act, 1956 with regard to 'objects clause' of the memorandum of association of a company. What are the precautions which must be taken in drafting the objects clause ?
(4 marks)
- (b) Explain mortgage by deposit of title deeds.
(4 marks)
- (c) Draft a deed of agreement of admission of a new partner into a partnership firm.
(8 marks)
3. (a) Arvind mortgages his houses at Delhi and Gurgaon to Suresh. Arvind then mortgages the Delhi house to Navin. On default, Navin brings Delhi house to sale in enforcement of his mortgage and he himself purchases Delhi house. Suresh then obtains an order for sale on his mortgage. What are the rights and remedies available to Navin ?
(5 marks)
- (b) What special points must be taken into account while drafting notices in case of a company ?
(5 marks)
- (c) Draft a power of attorney to execute a deed of sale.
(6 marks)
4. (a) What are the requisites of an 'award' under the Arbitration and Conciliation Act, 1996 ?
(4 marks)
- (b) Distinguish between the following :
- (i) 'Document' and 'deed'.
 - (ii) 'Affidavit' and 'petition'.
 - (iii) 'Counter guarantee' and 'fidelity guarantee'.
 - (iv) 'English mortgage' and 'simple mortgage'.
- (3 marks each)
5. (a) The government of a particular State and Sriram Holdings (P) Ltd. went to arbitration and the arbitrator passed an award on 12th October, 2003 against the appellant, copy of which was received by appellant on 23rd October, 2003. Review was sought on 2nd April, 2004, after 6 months from the date of award. Objections to the award were filed after 10 months from the date of the award. Will the appellant be entitled to file objections under the Arbitration and Conciliation Act, 1996 ? Support your answer with case law.
(4 marks)
- (b) Explain *habendum*. What does a *habendum* clause signify in a document ?
(4 marks)
- (c) Define 'affidavit'. What rules and guiding principles should be followed while drawing up an affidavit ?
(8 marks)

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6. (a) What are the ingredients that are necessary to prepare --
- (i) Power of attorney; and
 - (ii) Instrument of trust ?
- (3 marks each)*
- (b) Management issues an appointment letter to a probationer and the relevant para of his appointment letter reads as follows :
- "Clause (I) -- You are hereby appointed as a Salesman... You will serve a probationary period of six months; this period of probation may be extended by a further period of three months or more in suitable cases in the absolute discretion of the company. The company has the right to terminate your services during the period of probation or extended period of probation or before confirmation in writing without notice and without assigning any reason whatsoever."
- The probationer joined the services of the company on probation. The management terminated his services after 2 months of joining by a letter saying "we regret to terminate your services with immediate effect in terms of clause (I) of your appointment letter."
- Do you think what management did is correct ? What are the remedies available to the probationer ?
- (5 marks)*
- (c) What is 'compounding of offences' ? How does compounding of offences take place under the Securities and Exchange Board of India Act, 1992 ?
- (5 marks)*
7. (a) Mention the orders against which no appeal lies to the Securities Appellate Tribunal (SAT) .
- (4 marks)*
- (b) "In presenting a case before the tribunal/quasi-judicial body, a Company Secretary owes duty to the court, to the client and to the opponent." Describe these duties of the Company Secretary.
- (4 marks)*
- (c) Briefly explain the contents of a service contract. Draft a specimen agreement of employment of manager of a business concern.
- (8 marks)*
8. (a) Write notes on the following :
- (i) Communication etiquettes
 - (ii) Advocacy tips to professionals.
- (4 marks each)*
- (b) What is 'deed of assignment' ? Draft a specimen deed of assignment of copyright of a novel.
- (8 marks)*

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