

BALLB –905

**SCHOOL OF LAW
HAMDARD INSTITUTE OF LEGAL STUDIES & RESEARCH (HILSR)
JAMIA HAMDARD, NEW DELHI - 110062
B.A.LL.B IX SEMESTER EXAMINATION, 2022
ASSIGNMENTS**

Pleading, Drafting, Conveyancing & Professional Ethics

Important Instructions:

1. All questions are compulsory. Each question carries equal marks.
2. Before drafting any assignment, the student **must explain the law** relating to it in brief, **not exceeding 500 words**.
3. All the assignments must be **handwritten** and should be compiled and submitted in a **single spiral bound file**.
4. The assignments will be followed by a **viva voce which will carry 10 marks**. The same is **mandatory** and the marks/performance in the viva shall have a direct bearing in the total marks of the subject.
5. The **last date for submission of the file is 17 January 2023**. No late submissions shall be entertained under any circumstances.

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TOTAL MARKS: 90

ALL QUESTIONS ARE COMPULSORY: -

1. Mr. A is the proprietor of M/s.ABC Industries and manufacturing transfer papers, who are carrying on their business at 18/17/2, Kanwar Singh Nagar, Laxmi Park Extension, Nangloi, Delhi-110041. M/s XYZ is a partnership concern who are carrying on their business from 205, Readymade Complex, Pardesh Pura, Indore, Madhya Pradesh have been placing orders from time to time with M/s ABC and M/s ABC has been dispatching the transfer papers to M/s XYZ against the invoices issued from time to time. That M/s XYZ made the last payment to the Plaintiff on 12.12.2019 for a sum of Rs.1,06,590/-. That a balance sum of Rs.16,44,050/-as principal and a sum of Rs.6,27,731/-towards interest amount is due from the M/s XYZ. On the basis of the aforesaid information, Mr A has approached you to file and draft a suit against X, Y and Z of M/s XYZ and file the same. Also suggest all the relevant documents which will be required by Mr. A in filing the said suit.

[5 MARKS]

2. Mr. A is the proprietor of M/s.ABC Industries and manufacturing transfer papers, who are carrying on their business at 18/17/2, Kanwar Singh Nagar, Laxmi Park Extension, Nangloi, Delhi-110041. M/s XYZ is a partnership concern who are carrying on their business from 205, Readymade Complex, Pardesh Pura, Indore, Madhya Pradesh have been placing orders from time to time with M/s ABC and M/s ABC has been dispatching the transfer papers to M/s XYZ against the invoices issued from time to time. That M/s XYZ made the last payment to the Plaintiff on 12.12.2019 for a sum of Rs.1,06,590/-. That a balance sum of Rs.16,44,050/-as principal and a sum of Rs.6,27,731/-towards interest amount is due from the M/s XYZ. On the basis of the aforesaid information, Mr. X and Y of M/s XYZ have approached you to defend and prepare a written statement on their behalf in the Court of Law with all the legal defences available with them in law.

[5 MARKS]

3. Mr. A is the proprietor of M/s.ABC Industries and manufacturing transfer papers, who are carrying on their business at 18/17/2, Kanwar Singh Nagar, Laxmi Park Extension, Nangloi, Delhi-110041. M/s XYZ is a partnership concern who are carrying on their business from 205, Readymade Complex, Pardesh Pura, Indore, Madhya Pradesh have been placing orders from time to time with M/s ABC and M/s ABC has been dispatching the transfer papers to M/s XYZ against the invoices issued from time to time. That Mr. X and Y jointly issued the cheque bearing no.00007 to the Plaintiff on 12/11/2022 drawn on Punjab National Bank, Indore, Madhya Pradesh on behalf of M/s XYZ for a sum of Rs.1,06,590/-. The said cheque has been deposited by Mr.A with their bank HDFC Ltd situated at Parliament Street, New Delhi returned unpaid on account of insufficiency of funds. On the basis of the aforesaid information, Mr.A has approached you to draft a legal notice as well a filing of complaint under Section 138 of the Negotiable Instruments Act by strictly adhering to the timelines provided under the Negotiable Instruments Act.

[5 MARKS]

4. An application under section 125 of Cr.P.C. on behalf of a housewife for maintenance against her husband, who is an IPS Officer in Delhi, on the ground of having deserted her and thrown out of the matrimonial home without any justifiable cause.

[5 MARKS]

5. A Suit for permanent injunction, restraining the landlord from dispossessing the tenant forcibly and illegally, along with stay application;

[5 MARKS]

6. Mr. A filed a suit for possession under Section 6 of Specific Relief Act, for recovery of damages and Permanent Injunction against Mr.B, C and D, which wherein Mr.A has submitted that Mr. A has been in possession of plot bearing No.99, Jangpura Extension, New Delhi as owner of the same. Mr.A further submitted that he had taken a telephone connection, which as installed in this plot in question. Mr.A herein had obtained an electricity connection bearing K.No.33105053838 which is installed in the premises in his own name and Mr.A has been in possession of the plot. That Mr.B, C and D filed a written statement in this case, and has taken the defence that that the suit is liable to be dismissed as the same is without cause of action, the same has been undervalued, Mr. A has no locus to file the suit and suit is abuse of the process of law. It was further mentioned that Mr.B,C and D are the owners and in possession and have legal title deeds in their favour as possession letter given by in the year 1982 stands in name of their father and thus they are the owner of the same. Mr. A suit stands dismissed on 12/08/2022 by the Court of Ms XXXXXX, Ld.ADJ, Central District, Tis Hazari Courts and he has approached you to draft a revision petition.

[5 MARKS]

7. Draft a Writ Petition against State under Article 226 of the Constitution for issuance of writ of habeas corpus/mandamus/certiorari/Quo Warranto/Prohibition on the basis of the assumed facts.

[5 MARKS]

8. Ms. X married Mr.Y on 14/11/2017; the marriage between both the parties was an arranged marriage that was solemnized at Hotel Eros, New Delhi. That Mr.Y along with Mr.Z met the father of Ms.X through a priest Sh. Radhe who is the maternal uncle of Mr.Y in June 2017, whereby, they made Ms.X family believe that they are decent people who believe in respecting all members of the family including their to be daughter in law. Ms. X in her complaint to CAW Cell, Kalkajee has mentioned that, she has been continuously harassed for not bringing sufficient dowry as well as she has been continuously ill treated at her matrimonial home immediately after one month of marriage. On the basis of said complaint, Investigating Officer has called upon Mr.Y and his father Mr. Z to police station for joining the investigation. On 14/11/2022, Mr.Y came to know that an FIR No. 787/2022 has been registered by CAW Cell, Kalkajee under Section 406 and 498A of IPC against Mr. X and Mr.Y. Mr. X and Y have approached you to held them in getting the Anticipatory Bail in this regard. Draft Anticipatory Bail application.

[5 MARKS]

9. Shyam Sunder enters into an Agreement to sell with Smt. Itwari Devi for purchase of a house belonging to Smt. Itwari Devi and sale deed was to be executed within six months of Agreement to Sell. Further Rupees Two lakhs have been paid by Shyam Sunder at the time of Agreement to Sell as earnest money. But after two months Shyam Sunder came to know that Smt. Itwari Devi is planning to sell the same house to some third party. Draft a Plaint/suit for specific performance and injunction.

[5 MARKS]

10 Mr. Aditya Kapoor owns various assets regarding which he wants to make testamentary succession by way of Will. He is the owner of three houses in different parts of Delhi i.e. in Kamla Nagar, Defence Colony and Rohini respectively which he wants to give to his three daughters. He also owns one flat in Connaught Place which he wants to give to his wife Kamyra for life and thereafter absolutely to his granddaughter Alia. He also has certain agricultural land in Ghaziabad which he wants to give to his brother Siddharth. He also has Rupees ten Lakhs in fixed deposit in the bank which he wants to give to his wife. Accordingly draft a Will distributing all his assets as per his wishes

[5 MARKS]

10. X is leaving the country for 10 years but he has filed a suit against Y for possession of a property, which is pending in the Delhi High Court. Draft a Special Power of Attorney on behalf of X in favour of Z for the said purposes.

[5 MARKS]

11 Draft a family settlement amongst three brothers i.e. A,B,C respectively and a sister, D on assumed facts in respect of the four residential properties situated at Delhi, Gurgaon, Dehradun and Haridwar left behind by the father of the parties. The last wish of the father of the parties was property situated at Delhi should go to A, property situated Gurgaon should go to D, property situated at Dehradun should go C and property situated at Haridwar should go B.

[5 MARKS]

12 Draft a notice of eviction under section 106 of Transfer of Property Act, 1882 in respect of month to month tenancy.

[5 MARKS]

13 A agrees to give on rent ground floor of his property situated at Satya Niketan to B for a monthly rent of Rupees twenty five thousand, for residential purposes for a period of three years on express conditions of maintaining the property, allowing subletting. Draft a Lease Deed containing all the essential conditions for the lease.

[5 MARKS]

14 'X' wishes to gift his movable and immovable properties to 'W' his daughter on her marriage. Draft a gift-deed on behalf of 'X' in favour of 'W'.

[5 MARKS]

15 Dhani Ram has agreed to sale his house to Basant Singh for Rs. 5 lacs, Dhani Ram has paid Rs. One lac as earnest money. The sale is to be completed within two months from the date of agreement. Draft an agreement to sale the said house.

[5 MARKS]

16 Akbar agreed to sell his property bearing no. 212, Block B, Uttam Nagar, Delhi to Iqbal for Rs.50 Lakhs. The property comprises of two bedrooms, two washrooms, one kitchen and a drawing room. It is situated on the Second Floor of Block B Uttam Nagar. Draft a comprehensive sale deed between Akbar and Iqbal.

[5 MARKS]

17 Draft a Notice under section 80 of the Civil Procedure Code.

[5 MARKS]

18 A, B and C are planning to enter into a partnership business for a period of 5 years. They have decided to contribute 50,000/- each as capital to the said business. They have decided to share profits and losses equally. It has been decided among the A and C that a part from profits in the business, B will also be given salary. On the basis of aforesaid draft a partnership Deed containing all the essential conditions for the partnership deed.

[5 MARKS]