

**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

**Course: Introduction to Law and Economics
Semester-VI (Batch: 2014-19)**

End Semester Examination: April-May 2017

Date: 9th May, 2017

Duration: 3 hours

Max. Marks: 50

Instructions:

- Read the questions properly and write the answers in the given answer book.
- The respective marks for each question are indicated in-line.
- Do not write any thing on the question paper.
- Indicate correct question numbers in front of the answers.
- No questions or clarifications can be sought during the exam period, answer as it is, giving reason, if any.

Part-A

Answer **any five** of the following questions
in brief along with diagrams, wherever applicable.

Marks
(5x2=
10)

- Q.1 Explain how the value of a statistical life is derived from the application of the Hands rule.
- Q.2 Explain the solution to the double trust dilemma in terms of Nash equilibrium.
- Q.3 Explain the least cost avoider principle in terms of efficiency.
- Q.4 Explain the Normative Coase theorem on economics of property rights.
- Q.5 Explain Incentive analysis to show how safe a manufacturer will make his product.
- Q.6 Explain threat value and its application.

Part-B

Answer **any five** of the following questions
in brief along with diagrams, wherever applicable.

(5x8=
40)

- Q.7 Explain the rule of strict liability as a mandatory insurance bought by the consumer and, how as its result, the equilibrium price and quantity are affected.
- Q.8 Given TC as the total cost of varying levels of investment undertaken by private investor, Rr as the revenue against investment for commercial use and Rnr revenue against investment for industrial use, what will be the incentive effects on private investors in a difference between compensable takings and non-compensable regulations. Discuss also the paradox of compensation faced by a Government with regard to takings and regulations.
- Q.9 Explain the role of substitution and complementarity between various instruments of cyber security employed by a cyber firm.

- Q.10 Given the probability of detection as P_0 and Fine as F_0 and keeping the expected penalty the same, how will an increase from P_0 to P_1 and an increase in F_0 to F_1 impact the risk averse actor under the expected utility analysis?
- Q.11 Given the payoff to the criminal as $y(x)$, punishment as $f(x)$ and expected punishment as $p(x)f(x)$, explain using the marginal cost and marginal benefit analysis under which circumstances would crime pay. Also, explain how serious the most profitable offence will be.
- Q.12 Explain the difference between a unilateral precaution and a bilateral precaution and how can a liability rule of negligence provide incentives for efficient precaution by an injurer and a victim.

**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: Financial Institutions and Markets
Semester-VI (Batch: 2014-19)

End Semester Examination: April-May 2017

Date: 9th May, 2017

Duration: 3 hours

Max. Marks: 50

Instructions:

- Read the questions properly and write the answers in the given answer book.
- The respective marks for each question are indicated in-line.
- Do not write anything on the question paper.
- Indicate correct question numbers in front of the answers.
- No questions or clarifications can be sought during the exam period, answer as it is, giving reason, if any.

Part-A		Marks
(Answer all questions)		
Q.1	Write short notes on the following:	(10x1 =10)
	(a) Short selling	
	(b) Intraday trading	
	(c) Dutch Auction and French Auction	
	(d) Bid ask spread	
	(e) Japanese Candlesticks	
	(f) Free Float Factor	
	(g) Stock Beta	
	(h) Gilt edged securities	
	(i) Capital Indexed Bonds	
	(j) Qualified Foreign Investor (QFI)	
Q.2	The biggest task of a financial manager is to reduce the cost of capital. How are instruments such as ECB, FCCB, ADR and GDR help to achieve the objective of reduction of cost of capital?	(10)
Q.3	Discuss the potential of money market instruments in fulfilling short term capital needs of institutions.	(10)

Part-B
(Answer any four)

Q.4	Discuss Limit Orders (Limit Buy, Limit Sell, Stop Buy and Stop Loss) with hypothetical price situations. How do these orders protect investors from unlimited loss?	(05)
Q.5	Discuss the role of Depository (such as NSDL) and Clearing Houses (such as NSCCL) in the process of clearing and settlement of trades.	(05)
Q.6	Differentiate between Forwards, Futures and Options. How do options protect the option holder from incurring unlimited losses?	(05)

- Q.7 "Information asymmetry is the principal driver of prices in the capital market." Elucidate the statement with reference to insider information and influence of analysts' opinion. (05)
- Q.8 Discuss the process of determination of Sensex. Is Sensex the real barometer of Indian economy? (05)
- Q.9 "SEBI has been proactive in protecting the interest of investors and progressive in developing the financial sector." In light of the above statement, briefly discuss the regulatory and developmental role of SEBI. (05)

GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR
 Course: Law of Transfer of Property & Easement
 Semester-VI (Batch: 2014-19)

End Semester Examination: April-May 2017

Date: 6th May, 2017

Duration: 3 hours

Max. Marks: 50

Instructions:

- Read the questions properly and write the answers in the given answer book.
- The respective marks for each question are indicated in-line.
- Do not write any thing on the question paper.
- Indicate correct question numbers in front of the answers.
- No questions or clarifications can be sought during the exam period, answer as it is, giving reason, if any.
- **Bare Act is not allowed.**

Part-A (Compulsory)		Marks
Q.1	A, an old man of 80 years, executes a usufructuary mortgage in favour of B on 1 January 2010. He subsequently puts B in possession of the property. On 1 December 2010, A orally sells the property to C.	(1+2=03)
With reference to the above-stated facts, answer the following questions:		
(a) Is the sale deed valid? Give reasons.		
(b) What are the essentials of a valid sale under the Transfer of Property Act 1882?		
Q.2	MR Lindley, in <i>Stanley v Wilder</i> (1899), defined mortgage to be, "a conveyance of land or an assignment of chattel as a security for a payment of debt or the discharge of some other obligation for which it is given". In view of this statement, answer the following questions:	(2+4=06)
(a) How is mortgage defined in the Transfer of Property Act?		
(b) What are the different types of mortgages? Give suitable examples.		
Q.3	A, a licensed dealer in milk, mortgaged his premises and goodwill to B & Co, subject to a condition that if A paid all the money along with interest, B & Co would reconvey the property to A or any person directed by them. There was a covenant in the mortgage deed that on the continuance of the term whether or not any money be due on the security, A would not sell upon the premises milk not obtained from B & Co. A sold milk not obtained from B & Co, and consequently B & Co claimed breach of contract. A instituted a suit for recovery of the premises.	(2+2+2=06)
Answer the following questions:		
(a) Elaborate the principle of the Transfer of Property Act applicable in this case.		
(b) Which provision of the Transfer of Property Act would be applicable to confer remedies on the parties in question in the mortgage deed?		
(c) What will be the outcome of A's suit against B & Co for possession?		

- Q.4 On 27 March 1979, B (mother-in-law of A) gifted away the suit lands in favour of A (daughter-in-law), by a registered deed of gift. Until 1982, A remained in possession of the suit lands and lived with her husband who died in 1985. After the husband's death, A lived with B (mother-in-law) till 1986. In 1986, A having been neglected by B, left for her father's house. Thereafter, A applied for mutation in respect of the suit lands. On 31 May 1986, B executed a deed of cancellation of the gift deed. Thereafter on 19 September 1986, a suit was filed by A for declaration of title and possession in respect of the suit lands. (2+3=05)
- Answer the following questions:
- What is the nature of gift deed made in this case?
 - Which provision of Transfer of Property Act would be applicable to confer remedies to the parties in question in the gift deed? Explain.
- Q.5 A created a tenancy of the premises at Kolkata in favour of B, who was inducted into the premises as the monthly tenant. B in turn created an agreement with C styled as lease and license for running a petrol pump, a service station and for sale of motor spare parts. B was not empowered under the agreement to create a sub-tenancy of the interest that he had in the property without the consent of the landlord. In the deed, it was specifically mentioned that the license was granted for the purpose of using, occupying, enjoyment, running and working of the petrol station and that B was empowered to revoke the license in the event of the breach of any condition. (2+2=04)
- Answer the following questions:
- What is the nature of the deed created? Explain the nature of the rights of A and B by invoking the relevant provisions of the Transfer of Property Act.
 - Differentiate between lease and mortgage.
- Q.6 On 17 May 2012, A deposited his title deed with Bank X to secure an overdraft. Subsequently, on 5 December 2012, A asked Bank X to return the title deed by saying that he wanted to sell the property and clear the overdraft. However, A made Bank X believe that he would not get a good price if the purchaser came to know that the Bank had the title deed of the property. Bank X returned the title deed to A on 10 March 2013. A again borrowed money from Bank Y on 6 June 2013, on the deposit of the same title deed falsely representing that there was no encumbrance on the property. Bank X sued A for the recovery of the mortgage money and return of title deed from Bank Y. (2+3=05)
- Answer the following questions:
- Who had a better title to the property? Give reasons.
 - Which doctrine of the Transfer of Property Act is applicable in the case? Explain.
- Q.7 Write short notes on any two: (2+2=04)
- Right of Foreclosure.
 - Charges and Merger.
 - Marshalling and Contribution.
 - Doctrine of Subrogation.
- Q.8 Which of the following is/are actionable claim: (4x0.5=2)
- Right to get damages for breach of contract.
 - Debt secured by mortgage of immovable property.
 - A claim to *mesne profit*.
 - Claim for the money due under an insurance policy.

Part B
(Answer any three)

(3x5
=15)

- Q.9 What are the essentials of easement? Distinguish between 'easement' and 'licence'.
- Q.10 What do you mean by extinguishment of easement? Enumerate the circumstances which result in extinction of easement.
- Q.11 **X** built a house in 1990 with a window facing **Y**'s land. In 2007, **Y** built a house on his land with the result that light and air were cut off from **X**'s window. **X** objected to the obstruction and filed a suit in 2015 to remove the obstruction. **X** claimed easement acquired by prescription. Decide the fate of the suit.
- Q.12 **A** is the owner of two adjoining houses, H1 and H2. He sells H1 to **B** and retains H2. There were some gutters and drains common to the two houses and necessary for enjoying the houses when the sale takes effect. Decide the entitlement of **A** and **B** with respect to H2 and H1 respectively as to the benefit of the said gutters and drains common to H1 and H2.

**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**
Course: Law of Transfer of Property & Easement
Semester-VI (Batch: 2014-19)

End Semester Examination: April-May 2017

Date: 6th May, 2017

Duration: 3 hours

Max. Marks: 50

Instructions:

- Read the questions properly and write the answers in the given answer book.
- The respective marks for each question are indicated in-line.
- Do not write any thing on the question paper.
- Indicate correct question numbers in front of the answers.
- No questions or clarifications can be sought during the exam period, answer as it is, giving reason, if any.
- **Bare Act is not allowed.**

	Marks
Part A (Answer any three)	(3x5 =15)
Q.1 What are the essentials of easement? Distinguish between 'easement' and 'licence'.	
Q.2 What do you mean by extinguishment of easement? Enumerate the circumstances which result in extinction of easement.	
Q.3 X built a house in 1990 with a window facing Y's land. In 2007, Y built a house on his land with the result that light and air were cut off from X's window. X objected to the obstruction and filed a suit in 2015 to remove the obstruction. X claimed easement acquired by prescription. Decide the fate of the suit.	
Q.4 A is the owner of two adjoining houses, H1 and H2. He sells H1 to B and retains H2. There were some gutters and drains common to the two houses and necessary for enjoying the houses when the sale takes effect. Decide the entitlement of A and B with respect to H2 and H1 respectively as to the benefit of the said gutters and drains common to H1 and H2.	

Part-B
(Compulsory)

- Q.5 A, an old man of 80 years, executes a usufructuary mortgage in favour of B on 1 January 2010. He subsequently puts B in possession of the property. On 1 December 2010, A orally sells the property to C. (1+2= 03)

With reference to the above-stated facts, answer the following questions:

- (a) Is the sale deed valid? Give reasons.
(b) What are the essentials of a valid sale under the Transfer of Property Act 1882?

- Q.6 MR Lindley, in *Stanley v Wilder* (1899), defined mortgage to be, "a conveyance of land or an assignment of chattel as a security for a payment of debt or the discharge of some (2+4= 06)

other obligation for which it is given". In view of this statement, answer the following questions:

- (a) How is mortgage defined in the Transfer of Property Act?
- (b) What are the different types of mortgages? Give suitable examples.

- Q.7 A, a licensed dealer in milk, mortgaged his premises and goodwill to B & Co, subject to a condition that if A paid all the money along with interest, B & Co would reconvey the property to A or any person directed by them. There was a covenant in the mortgage deed that on the continuance of the term whether or not any money be due on the security, A would not sell upon the premises milk not obtained from B & Co. A sold milk not obtained from B & Co, and consequently B & Co claimed breach of contract. A instituted a suit for recovery of the premises. (2+2+2=06)

Answer the following questions:

- (a) Elaborate the principle of the Transfer of Property Act applicable in this case.
- (b) Which provision of the Transfer of Property Act would be applicable to confer remedies on the parties in question in the mortgage deed?
- (c) What will be the outcome of A's suit against B & Co for possession?

- Q.8 On 27 March 1979, B (mother-in-law of A) gifted away the suit lands in favour of A (daughter-in-law), by a registered deed of gift. Until 1982, A remained in possession of the suit lands and lived with her husband who died in 1985. After the husband's death, A lived with B (mother-in-law) till 1986. In 1986, A having been neglected by B, left for her father's house. Thereafter, A applied for mutation in respect of the suit lands. On 31 May 1986, B executed a deed of cancellation of the gift deed. Thereafter on 19 September 1986, a suit was filed by A for declaration of title and possession in respect of the suit lands. (2+3=05)

Answer the following questions:

- (a) What is the nature of gift deed made in this case?
- (b) Which provision of Transfer of Property Act would be applicable to confer remedies to the parties in question in the gift deed? Explain.

- Q.9 A created a tenancy of the premises at Kolkata in favour of B, who was inducted into the premises as the monthly tenant. B in turn created an agreement with C styled as lease and license for running a petrol pump, a service station and for sale of motor spare parts. B was not empowered under the agreement to create a sub-tenancy of the interest that he had in the property without the consent of the landlord. In the deed, it was specifically mentioned that the license was granted for the purpose of using, occupying, enjoyment, running and working of the petrol station and that B was empowered to revoke the license in the event of the breach of any condition. (2+2=04)

Answer the following questions:

- (a) What is the nature of the deed created? Explain the nature of the rights of A and B by invoking the relevant provisions of the Transfer of Property Act.
- (b) Differentiate between lease and mortgage.

- Q.10 On 17 May 2012, A deposited his title deed with Bank X to secure an overdraft. Subsequently, on 5 December 2012, A asked Bank X to return the title deed by saying that he wanted to sell the property and clear the overdraft. However, A made Bank X believe that he would not get a good price if the purchaser came to know that the Bank had the title deed of the property. Bank X returned the title deed to A on 10 March 2013. A again borrowed money from Bank Y on 6 June 2013, on the deposit of the (2+3=05)

same title deed falsely representing that there was no encumbrance on the property. Bank X sued A for the recovery of the mortgage money and return of title deed from Bank Y.

Answer the following questions:

- (a) Who had a better title to the property? Give reasons.
- (b) Which doctrine of the Transfer of Property Act is applicable in the case? Explain.

Q.11 Write short notes on **any two**:

(2+2=04)

- (a) Right of Foreclosure.
- (b) Charges and Merger.
- (c) Marshalling and Contribution.
- (d) Doctrine of Subrogation.

Q.12 Which of the following is/are actionable claim:

(4x0.5=2)

- (a) Right to get damages for breach of contract.
- (b) Debt secured by mortgage of immovable property.
- (c) A claim to *mesne profit*.
- (d) Claim for the money due under an insurance policy.

**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: Corporate Law-I
Semester-VI (Batch: 2014-19)

End Semester Examination: April-May 2017

Date: 4th May, 2017

Duration: 3 hours

Max. Marks: 50

Instructions:

- Read the questions properly and write the answers in the given answer book.
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Part-A

Marks

Q.1 Write conceptual analysis on the following:

(1x1=
04)

- (a) Proxy
- (b) Ordinary Resolution
- (c) Red Herring Prospectus
- (d) EGM

Q.2 Answer the following questions:

(4x3=
12)

- (a) A company is incorporated on 20th February 2016. Taking into consideration the provisions of Companies Act, 2013, when should the company close its first Financial Year and what would be the last date for holding its first Annual General Meeting?
- (b) The board of directors of 'P' Ltd., made the following appointment at its meeting held on 1st January 2017. Mr. 'X', a Director of its subsidiary company was appointed as Purchase Manager on a consolidated salary of Rs.1,00,000/- per month with effect from 1st January, 2017.
Discuss the nature of appointment of Mr. X with relevance to Section 188 of the Companies Act 2013.
- (c) 'A' Ltd., a listed company has 8 directors on its Board. How many directors should be independent directors in 'A' Ltd., considering that the Chairman of the Board is non-executive but a promoter director?
Discuss the relevant legal provisions.
- (d) The Board of Directors of 'B' Ltd., a listed company, has appointed Mrs. X [who is a promoter] as Managing Director of the company. The company has total 10 directors on the Board. Company has been advised by the Board to appoint a woman director who is non executive director and a non-promoter in order to comply with the provisions of Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. The company has approached you for your legal opinion in this issue. Advice.

- Q.3 Write short notes on **any three** of the following: (3x3=09)
- (a) Institutions of Corporate Governance
 - (b) Preference Shares
 - (c) Related Party Transactions
 - (d) Buy Back of Shares

- Q.4 Discuss the implications of Satyam scam on the legal regime of Corporate Governance. (05)

OR

Write a critical note on Corporate Social Responsibility.

Part-B

- Q.5 Read the advertisement (Affixed with the question paper) for 'Public Offer' of the company MANAS PROPERTIES LIMITED (Ref- page number 16, Business Standard dated 13/03/2017) and answer the following questions.
- (a) Write the procedure, which must have been followed by the company MANAS PROPERTIES LIMITED for the advertised Public Offer in compliance with the principle of Company Law and SEBI (ICDR) Regulation, 2009. (05)
 - (b) Whether the company has obtained the permission to be listed? If so, mention the name of the Stock Exchange? (02)
 - (c) What is the face value of the Public Offer? What could be the price of the share as per the SEBI (ICDR) Regulation, 2009? (02)
 - (d) Who is the Registrar of the issue in the said offer? Can the Registrar of the Issue allow withdrawal of subscribed shares? (02)
 - (e) Presuming that the company spends the collected money of the public offer in textile business, what would be the consequence? (02)
 - (f) Whether the opening and closing date of the Public Offer is in accordance with the SEBI (ICDR) Regulation, 2009? Explain. (02)
 - (g) If the company MANAS PROPERTIES LIMITED wants to raise fund through private placement, what is the legal procedure? Explain. (03)
 - (h) Presuming that, after closing of the issue, the subscription is 85%, advise the BOD of MANAS PROPERTIES LIMITED, about the next step in the procedure of Public issue. (02)



(This is Only an Advertisement For Informational Purposes And Not A Prospectus Announcement. Not For Distribution Outside India.)

MANAS PROPERTIES LIMITED

CIN: U70100MH2004PLC149362

Our Company was incorporated as Manas Properties Private Limited on November 02, 2004 under the Companies Act, 1956 with the Registrar of Companies, Mumbai bearing Registration No. 149362. The status of our Company was changed to a public limited company by a special resolution passed on December 24, 2016. A fresh Certificate of Incorporation consequent upon conversion of Company to Manas Properties Limited was issued on January 05, 2017 by the Registrar of Companies, Mumbai. The Company's Corporate Identity Number is U70100MH2004PLC149362.

Regd. Office: 10th Floor, Dev Plaza, Opp. Andheri Fire Station, S.V. Road, Andheri (West), Mumbai - 400058.

Contact Person: Mr. Vijay Thakkar, Chairman and Whole-Time Director

Tel No.: +91 - 22 - 4038 3838 | Fax No.: +91 22 2624 3218 | Email: info@manasproperties.co.in | Website: www.manasproperties.co.in

THE OFFER

PUBLIC OFFER OF 11,10,000 EQUITY SHARES OF ₹ 10 EACH ("EQUITY SHARES") OF MANAS PROPERTIES LIMITED ("MPL" OR THE "COMPANY") FOR CASH AT A PRICE OF ₹ 360 PER SHARE (THE "OFFER PRICE"), AGGREGATING TO ₹ 3,996.00 LAKHS ("THE OFFER") CONSISTING OF FRESH ISSUE OF 1,50,000 EQUITY SHARES AGGREGATING TO ₹ 540.00 LAKHS AND AN OFFER FOR SALE OF 9,60,000 EQUITY SHARES BY THE SELLING SHAREHOLDER AGGREGATING TO ₹ 3,456.00 LAKHS ("OFFER FOR SALE"), OF WHICH 57,600 EQUITY SHARES OF ₹ 10 EACH WILL BE RESERVED FOR SUBSCRIPTION BY MARKET MAKERS TO THE OFFER (THE "MARKET MAKER RESERVATION PORTION"). THE OFFER LESS MARKET MAKER RESERVATION PORTION I.E. OFFER OF 10,52,400 EQUITY SHARES OF ₹ 10 EACH IS HERINAFTER REFERRED TO AS THE "NET OFFER". THE OFFER AND THE NET OFFER WILL CONSTITUTE 26.68% AND 25.29%, RESPECTIVELY OF THE POST OFFER PAID UP EQUITY SHARE CAPITAL OF THE COMPANY.

**THE FACE VALUE OF THE EQUITY SHARES IS ₹ 10 AND
THE OFFER PRICE IS 36.00 TIMES OF THE FACE VALUE**

THIS OFFER IS BEING MADE IN TERMS OF CHAPTER XB OF THE SEBI (ICDR) REGULATIONS, 2009 AS AMENDED FROM TIME TO TIME.

For further details see "Offer Related Information" beginning on page no. 188 of the Prospectus.

MINIMUM APPLICATION SIZE OF 300 EQUITY SHARES AND IN MULTIPLES OF 300 EQUITY SHARES THEREAFTER.

OFFER

OPENS ON : FRIDAY, MARCH 17, 2017

CLOSES ON : WEDNESDAY, MARCH 22, 2017

ASBA *

Simple, Safe, Smart
way of Application-
Make use of it !!!

*Applications Supported by Blocked Amount (ASBA) is a better way of applying to issues by simply blocking the fund in the bank account. Investors can avail the same. For details, check section on ASBA below.

Mandatory in Public Issues
from January 01, 2016. No
cheque will be accepted.

The Offer is being made through the Fixed Price process wherein 50% of Net offer of the Equity Share Offered are reserved for allocation to Applicants below or equal to ₹ 2.00 lakhs and the balance for higher amount Applicants. The Offer comprises a Net Offer to Public of 10,52,400 Equity Shares of ₹ 10 each ("the Net Offer"), and a reservation of 57,600 Equity Shares of ₹ 10 each for subscription by the designated Market Maker ("the Market Maker Reservation Portion"). The Offer and the Net Offer will constitute 26.68% and 25.29%, respectively of the Post Offer Paid-up Equity Share Capital of the Company. Allocation to all categories shall be made on a proportionate basis subject to valid Application received at or above the Offer Price. Under subscription, if any, in any of the categories, would be allowed to be met with spill-over from any of the other categories or a combination of categories at the discretion of our Company in consultation with the Lead Manager and Designated Stock Exchange. Such inter-se spill over, if any, would be affected in accordance with applicable laws, rules, regulations and guidelines. All investors shall participate in this Offer only through the ASBA process. For details in this regard, specific attention is invited to "Offer Procedure" on Page No. 196 of the Prospectus. Applicants should ensure that OP ID, PAN and the Client ID are correctly filled in the Application Form. The DP ID, PAN and Client ID provided in the Application Form should match with the DP ID and Client ID available in the Depository database, otherwise, the Application Form is liable to be rejected. Applicant should ensure that the beneficiary account provided in the Application Form is active. Applicants should note that on the basis of the PAN, OP ID and Client ID as provided in the Application Form, the Applicant may be deemed to have authorized the Depositories to provide to the Registrar to the Offer, any requested Demographic Details of the Applicant as available on the records of the depositories. These Demographic Details may be used, among other things, for any correspondence(s) related to the Offer. Applicants are advised to update any changes to their Demographic Details as available in the records of the Depository Participant to ensure accuracy of records. Any delay resulting from failure to update the Demographic Details would be at the Applicants' sole risk.

PROMOTERS OF THE COMPANY:

MR. VIJAY THAKKAR AND DEV LAND & HOUSING PRIVATE LIMITED

LISTING: The Equity Shares offered through the Prospectus are proposed to be listed on the SME Platform of BSE. Our Company has received an approval letter dated March 07, 2017 from BSE for using its name in the Offer Document and for listing of our shares on the SME Platform of BSE. For the purpose of this Offer, the designated Stock Exchange will be the BSE Limited ("BSE").

DISCLAIMER CLAUSE OF SEBI: Since the Offer is being made in terms of Chapter XB of the SEBI (ICDR) Regulations 2009, the Draft Offer Document was not filed with SEBI. In terms of the SEBI Regulations, the SEBI shall not issue any observation on the Offer Document. Hence there is no such specific disclaimer clause of SEBI. However investors may refer to the entire Disclaimer Clause of SEBI beginning on Page No. 178 of the Prospectus.

DISCLAIMER CLAUSE OF BSE (DESIGNATED STOCK EXCHANGE): It is to be distinctly understood that the permission given by BSE Limited ("BSE") should not in any way be deemed or construed that the Prospectus has been cleared or approved by BSE nor does it certify the correctness or completeness of any of the contents of the Prospectus. The investors are advised to refer to the Prospectus on Page No. 182 for the full text of the Disclaimer Clause of BSE.

GENERAL RISK: Investment in equity and equity related securities involves a degree of risk and investors should not invest any funds in this Offer unless they can afford to take the risk of losing their investment. Investors are advised to read the risk factors carefully before taking an investment decision in this Offer. For taking an investment decision, investors must rely on their own examination of our Company and the Offer including the risks involved. The Securities have not been recommended or approved by the Securities and Exchange Board of India ("SEBI") nor does SEBI guarantee the accuracy or adequacy of the Prospectus. Specific attention of the investors is invited to the Section titled "Risk Factors" beginning on Page No. 10 of the Prospectus.

ADDITIONAL INFORMATION AS REQUIRED UNDER SECTION 30 OF THE COMPANIES ACT, 2013

MAIN OBJECTS OF THE COMPANY AS PER MOA: To carry on in India or abroad the business of real estate builders, developers, construction, contractors, designers, architects, decorators and brokers of all types of residential, non-residential buildings, structures such as houses, flats, apartments, duplex, row houses, township, office godowns, warehouses, shops, factor sheds, hospitals, hotels, holiday resorts, etc and to deal in all such kinds of moveable and immovable properties for the development of real estate.

Liability of Members as per MoA: The Liability of the members of the Company is Limited.

Capital Structure: Authorised Capital: ₹ 5,00,00,000 consisting of 50,00,000 equity shares of ₹ 10 each. Issued, Subscribed and paid-up Capital ₹ 4,01,00,000 consisting of 40,10,000 equity shares of ₹ 10 each. Proposed Post Offer Paid-up Capital ₹ 4,18,00,000 consisting of 41,80,000 equity shares of ₹ 10 each.

Singapore in the past and China, subsequently, the Singaporean subsidiary of the Manas Properties Limited, Manas Properties (Singapore) Private Limited, was incorporated in Singapore on March 02, 2017.

LEAD MANAGER TO THE OFFER
ARYAMAN
 FINANCIAL SERVICES LTD
ARYAMAN FINANCIAL SERVICES LIMITED
 60, Khatau Building, Ground Floor, Akesh Dinesh
 Modi Marg, Fort, Mumbai - 400 001.

Tel: 91-22-6216 6999; Fax: 91-22-2263 0434

Email: info@afsl.co.in

Investor Grievance Email: feedback@afsl.co.in

Website: www.afsl.co.in

SEBI Registration No.: MB / INMC00011344

Contact: Mr. Karanjot Sethi / Ms. Gajara Joshi

REGISTRAR TO THE OFFER**BIG SHARE SERVICES PRIVATE LIMITED**
 E/2, Ansa Industrial Estate, Sakivihar Road, Sakinaka,
 Andheri(E), Mumbai-400 072, Maharashtra, India.

Tel.: 91-22-40430200

Fax: 91-22-28475207

Email: ipo@bigshareonline.com

Website: www.bigshareonline.com

Contact Person: Mr. Ashok Shetty

SEBI Registration Number: INRUC0001385

COMPANY SECRETARY AND COMPLIANCE OFFICER

Ms. Leesa Parakh

MANAS PROPERTIES LIMITED
 10th Floor, Dev Plaza, Opp. Andheri Fire Station,
 S.V. Road, Andheri (West), Mumbai - 400058.

Tel Fax No.: 91-22-40383838

Email: info@manasproperties.co.in

Website: www.manasproperties.co.in

Applicants can contact the Compliance Officer or the Registrar to the Issue in case of any Pre-Issue or Post-Issue related problems, such as non-receipt of Allotment Advice or credit of allotted Equity Shares in the respective beneficiary account or unblocking of funds, etc.

AVAILABILITY OF PROSPECTUS: Investors should note that investment in Equity Shares involves a high degree of risk and investors are advised to refer to the Prospectus and the Risk Factors contained therein, before applying in the Offer. Full copy of the Prospectus is available on the websites of the Company, the Lead Manager, the Stock Exchange and the SEBI at www.manasproperties.co.in, www.afsl.co.in, www.bseindia.com and www.sebi.gov.in respectively.

AVAILABILITY OF APPLICATION FORMS: Application forms can be obtained from the Registered Office of the Company and Corporate Office of the Lead Manager: Aryaman Financial Services Limited. Application Forms can also be obtained from the Stock Exchange and list of SCSBs available on the website of SEBI at www.sebi.gov.in and website of Stock Exchange at www.bseindia.com.

APPLICATIONS SUPPORTED BY BLOCKED AMOUNT (ASBA): Investors have to compulsorily apply through the ASBA process. ASBA has to be availed of by all investors. The investor is required to fill the Application form and submit the same to the relevant SCSB or the Registered Brokers at Broker Center or the R/A or the CDP. The SCSB will block the amount in the account as per the authority contained in Application form and undertake other tasks as per the specified procedure. On Allotment, amount will be unblocked and account will be debited only to the extent required to be paid for Allotment of Equity Shares. Hence, there will be no need for refunds. For more details on the ASBA process, please refer to the section, "Offer Procedure" beginning on Page No. 196 of the Prospectus.

BANKER TO THE OFFER: Axis Bank Limited

All capitalised terms used herein and not specifically defined shall have the same meaning as ascribed to them in the Prospectus dated March 08, 2017.

Date: March 11, 2017

Place: Mumbai

For Manas Properties Limited

On behalf of the Board of Directors

Sd/-

Chairman & Whole Time Director

Manas Properties Limited is proposing, subject to applicable statutory and regulatory requirements, receipt of requisite approvals, market conditions and other considerations, to make a Public Offer of its Equity Shares and has filed the Prospectus with Registrar of Companies, Mumbai. The Prospectus shall be available on the websites of the Company, the BSE and the LM at www.manasproperties.co.in, www.bseindia.com and www.afsl.co.in respectively. Applicants should note that investment in equity shares involves a high degree of risk and for details relating to the same, see the Prospectus, including, the section titled "Risk Factors" beginning on Page No. 10 of the Prospectus.

The Equity Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act"), and may not be Offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. Accordingly, the Equity Shares are being Offered and sold (i) within the United States to persons reasonably believed to be qualified institutional investors (as defined in Rule 144A under the U.S. Securities Act) pursuant to Rule 144A under the U.S. Securities Act and (ii) outside the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act and applicable laws of the jurisdictions where such Issues and sales occur.

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**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: Corporate Law-I
Semester-VI (Batch: 2014-19)

End Semester Examination: April-May 2017

Date: 4th May, 2017

Duration: 3 hours

Max. Marks: 50

Instructions:

- Read the questions properly and write the answers in the given answer book.
- The respective marks for each question are indicated in-line.
- Do not write anything on the question paper.
- Indicate correct question numbers in front of the answers.
- No questions or clarifications can be sought during the exam period, answer as it is, giving reason, if any.

Part-A	Marks
Q.1 Discuss the implications of Satyam scam on the legal regime of Corporate Governance.	(05)
OR	
Write a critical note on Corporate Social Responsibility.	
Q.2 Write short notes on any three of the following:	(3x3=09)
(a) Institutions of Corporate Governance	
(b) Preference Shares	
(c) Related Party Transactions	
(d) Buy Back of Shares	
Q.3 Write conceptual analysis on the following:	(4x1=04)
(a) Proxy	
(b) Ordinary Resolution	
(c) Red Herring Prospectus	
(d) EGM	
Q.4 Answer the following questions:	(4x3=12)
(a) A company is incorporated on 20th February 2016. Taking into consideration the provisions of Companies Act, 2013, when should the company close its first Financial Year and what would be the last date for holding its first Annual General Meeting?	
(b) The board of directors of 'P' Ltd., made the following appointment at its meeting held on 1 st January 2017. Mr. 'X', a Director of its subsidiary company was appointed as Purchase Manager on a consolidated salary of Rs.1,00,000/- per month with effect from 1 st January, 2017. Discuss the nature of appointment of Mr. X with relevance to Section 188 of the Companies Act 2013.	
(c) 'A' Ltd., a listed company has 8 directors on its Board. How many directors should be independent directors in 'A' Ltd., considering that the Chairman of the Board is non-executive but a promoter director?	

Discuss the relevant legal provisions.

- (d) The Board of Directors of 'B' Ltd., a listed company, has appointed Mrs. X [who is a promoter] as Managing Director of the company. The company has total 10 directors on the Board. Company has been advised by the Board to appoint a woman director who is non-executive director and a non-promoter in order to comply with the provisions of Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. The company has approached you for your legal opinion in this issue. Advice.

Part-B

Q.5 Read the advertisement (Affixed with the question paper) for 'Public Offer' of the company MANAS PROPERTIES LIMITED (Ref: page number 16, Business Standard dated 13/03/2017) and answer the following questions.

- (a) Write the procedure, which must have been followed by the company MANAS PROPERTIES LIMITED for the advertised Public Offer in compliance with the principle of Company Law and SEBI (ICDR) Regulation, 2009. (05)
- (b) Whether the company has obtained the permission to be listed? If so, mention the name of the Stock Exchange? (02)
- (c) What is the face value of the Public Offer? What could be the price of the share as per the SEBI (ICDR) Regulation, 2009? (02)
- (d) Who is the Registrar of the issue in the said offer? Can the Registrar of the Issue allow withdrawal of subscribed shares? (02)
- (e) Presuming that the company spends the collected money of the public offer in textile business, what would be the consequence? (02)
- (f) Whether the opening and closing date of the Public Offer is in accordance with the SEBI (ICDR) Regulation, 2009? Explain. (02)
- (g) If the company MANAS PROPERTIES LIMITED wants to raise fund through private placement, what is the legal procedure? Explain. (03)
- (h) Presuming that, after closing of the issue, the subscription is 85%, advice the BOD of MANAS PROPERTIES LIMITED, about the next step in the procedure of Public issue. (02)



MANAS PROPERTIES LIMITED

CIN: U70100MH2004PLC149362

Our Company was incorporated as Manas Properties Private Limited on November 02, 2004 under the Companies Act, 1956 with the Registrar of Companies, Mumbai bearing Registration No. 149362. The status of our Company was changed to a public limited company by a special resolution passed on December 24, 2016. A fresh Certificate of Incorporation consequent upon conversion of Company to Manas Properties Limited was issued on January 05, 2017 by the Registrar of Companies, Mumbai. The Company's Corporate Identity Number is U70100MH2004PLC149362.

Regd. Office: 10th Floor, Dev Plaza, Opp. Andheri Fire Station, S.V. Road, Andheri (West), Mumbai - 400058.

Contact Person: Mr. Vijay Thakkar, Chairman and Whole-Time Director

Tel No.: +91 - 22 - 4038 3838 | Fax No.: +91 - 22 - 2624 3218 | Email: info@manasproperties.co.in | Website: www.manasproperties.co.in

THE OFFER

PUBLIC OFFER OF 11,10,000 EQUITY SHARES OF ₹ 10 EACH ("EQUITY SHARES") OF MANAS PROPERTIES LIMITED ("MPL" OR THE "COMPANY") FOR CASH AT A PRICE OF ₹ 360 PER SHARE (THE "OFFER PRICE"), AGGREGATING TO ₹ 3,996.00 LAKHS ("THE OFFER") CONSISTING OF FRESH ISSUE OF 1,50,000 EQUITY SHARES AGGREGATING TO ₹ 540.00 LAKHS AND AN OFFER FOR SALE OF 9,60,000 EQUITY SHARES BY THE SELLING SHAREHOLDER AGGREGATING TO ₹ 3,456.00 LAKHS ("OFFER FOR SALE"), OF WHICH 57,600 EQUITY SHARES OF ₹ 10 EACH WILL BE RESERVED FOR SUBSCRIPTION BY MARKET MAKERS TO THE OFFER (THE "MARKET MAKER RESERVATION PORTION"). THE OFFER LESS MARKET MAKER RESERVATION PORTION I.E. OFFER OF 10,52,400 EQUITY SHARES OF ₹ 10 EACH IS HEREINAFTER REFERRED TO AS THE "NET OFFER". THE OFFER AND THE NET OFFER WILL CONSTITUTE 26.68% AND 25.29%, RESPECTIVELY OF THE POST OFFER PAID UP EQUITY SHARE CAPITAL OF THE COMPANY.

THE FACE VALUE OF THE EQUITY SHARES IS ₹ 10 AND THE OFFER PRICE IS 36.00 TIMES OF THE FACE VALUE

THIS OFFER IS BEING MADE IN TERMS OF CHAPTER XB OF THE SEBI (ICDR) REGULATIONS, 2009 AS AMENDED FROM TIME TO TIME.

For further details see "Offer Related Information" beginning on page no. 188 of the Prospectus.

MINIMUM APPLICATION SIZE OF 300 EQUITY SHARES AND IN MULTIPLES OF 300 EQUITY SHARES THEREAFTER.

OFFER

OPENS ON : FRIDAY, MARCH 17, 2017

CLOSES ON : WEDNESDAY, MARCH 22, 2017

ASBA *

Simple, Safe, Smart
way of Application-
Make use of it !!!

*Applications Supported by Blocked Amount (ASBA) is a better way of applying to issues by simply blocking the fund in the bank account, investors can avail the same. For details, check section on ASBA below.

Mandatory in Public Issues
from January 01, 2016. No
cheque will be accepted.

The Offer is being made through the Fixed Price process wherein 50% of Net offer of the Equity Share Offered are reserved for allocation to Applicants below or equal to ₹ 2.00 lakhs and the balance for higher amount Applicants. The Offer comprises a Net Offer to Public of 10,52,400 Equity Shares of ₹ 10 each ("the Net Offer"), and a reservation of 57,600 Equity Shares of ₹ 10 each for subscription by the designated Market Maker ("the Market Maker Reservation Portion"). The Offer and the Net Offer will constitute 26.68% and 25.29%, respectively of the Post Offer Paid-up Equity Share Capital of the Company. Allocation to all categories shall be made on a proportionate basis subject to valid Application received at or above the Offer Price. Under subscription, if any, in any of the categories, would be allowed to be met with spill-over from any of the other categories or a combination of categories at the discretion of our Company in consultation with the Lead Manager and Designated Stock Exchange. Such inter-se spill over, if any, would be affected in accordance with applicable laws, rules, regulations and guidelines. All investors shall participate in this Offer only through the ASBA process. For details in this regard, specific attention is invited to "Offer Procedure" on Page No. 196 of the Prospectus. Applicants should ensure that DP ID, PAN and the Client ID are correctly filled in the Application Form. The DP ID, PAN and Client ID provided in the Application Form should match with the DP ID and Client ID available in the Depository database; otherwise, the Application Form is liable to be rejected. Applicant should ensure that the beneficiary account provided in the Application Form is active. Applicants should note that on the basis of the PAN, DP ID and Client ID as provided in the Application Form, the Applicant may be deemed to have authorized the Depositories to provide to the Registrar to the Offer, any requested Demographic Details of the Applicant as available on the records of the depositories. These Demographic Details may be used, among other things, for any correspondence(s) related to the Offer. Applicants are advised to update any changes to their Demographic Details as available in the records of the Depository Participant to ensure accuracy of records. Any delay resulting from failure to update the Demographic Details would be at the Applicants' sole risk.

PROMOTERS OF THE COMPANY:

MR. VIJAY THAKKAR AND DEV LAND & HOUSING PRIVATE LIMITED

LISTING: The Equity Shares offered through the Prospectus are proposed to be listed on the SME Platform of BSE. Our Company has received an approval letter dated March 07, 2017 from BSE for using its name in the Offer Document and for listing of our shares on the SME Platform of BSE. For the purpose of this Offer, the designated Stock Exchange will be the BSE Limited ("BSE").

DISCLAIMER CLAUSE OF SEBI: Since the Offer is being made in terms of Chapter XB of the SEBI (ICDR) Regulations 2009, the Draft Offer Document was not filed with SEBI. In terms of the SEBI Regulations, the SEBI shall not issue any observation on the Offer Document. Hence there is no such specific disclaimer clause of SEBI. However investors may refer to the entire Disclaimer Clause of SEBI beginning on Page No. 178 of the Prospectus.

DISCLAIMER CLAUSE OF BSE (DESIGNATED STOCK EXCHANGE): It is to be distinctly understood that the permission given by BSE Limited ("BSE") should not in any way be deemed or construed that the Prospectus has been cleared or approved by BSE nor does it certify the correctness or completeness of any of the contents of the Prospectus. The investors are advised to refer to the Prospectus on Page No. 182 for the full text of the Disclaimer Clause of BSE.

GENERAL RISK: Investment in equity and equity related securities involves a degree of risk and investors should not invest any funds in this Offer unless they can afford to take the risk of losing their investment. Investors are advised to read the risk factors carefully before taking an investment decision in this Offer. For taking an investment decision, investors must rely on their own examination of our Company and the Offer including the risks involved. The Securities have not been recommended or approved by the Securities and Exchange Board of India ("SEBI") nor does SEBI guarantee the accuracy or adequacy of the Prospectus. Specific attention of the investors is invited to the Section titled "Risk Factors" beginning on Page No. 10 of the Prospectus.

ADDITIONAL INFORMATION AS REQUIRED UNDER SECTION 30 OF THE COMPANIES ACT, 2013

MAIN OBJECTS OF THE COMPANY AS PER MOA: To carry on in India or abroad the business of real estate builders, developers, construction, contractors, designers, architects, decorators and brokers of all types of residential, non-residential buildings, structures such as houses, flats, apartments, duplex, row houses, township, office godowns, warehouses, shops, factor sheds, hospitals, hotels, holiday resorts, etc and to deal in all such kinds of moveable and immovable properties for the development of real estate.

Liability of Members as per MoA: The Liability of the members of the Company is Limited.

Capital Structure: Authorised Capital ₹ 5,00,00,000 consisting of 50,00,000 equity shares of ₹ 10 each. Issued, Subscribed and paid-up Capital ₹ 4,01,00,000 consisting of 40,10,000 equity shares of ₹ 10 each. Proposed Post Offer Paid-up Capital ₹ 4,16,00,000 consisting of 41,60,000 equity shares of ₹ 10 each.

Signatories to the MoA and Shares subscribed: The signatories of the MoA of our Company are: Mr. Mahendra Patole: 5,000 Equity Shares and Ms. Vaishali Kulkarni.

LEAD MANAGER TO THE OFFER

ARYAMAN FINANCIAL SERVICES LIMITED
 60, Khatlau Building, Ground Floor, Akash Dinesh
 Modi Marg, Fort, Mumbai - 400 001.
 Tel: 91-22-6216 6959; Fax: 91-22-2263 0434
 Email: info@afsl.co.in
 Investor Grievance Email: feedback@afsl.co.in
 Website: www.afsl.co.in
 SEBI Registration No.: MB / INMOCD011344
 Contact: Mr. Karanjyot Selhi / Ms. Gajara Joshi

REGISTRAR TO THE OFFER

BIG SHARE SERVICES PRIVATE LIMITED
 E/2, Ansa Industrial Estate, Sakinagar Road, Sakinaka,
 Andheri(E), Mumbai-400 072, Maharashtra, India.
 Tel: 91-22-40430200
 Fax: 91-22-28475207
 Email: ipo@bigshareonline.com
 Website: www.bigshareonline.com
 Contact Person: Mr. Ashok Shetty
 SEBI Registration Number: INR000001385

COMPANY SECRETARY AND COMPLIANCE OFFICER

Ms. Leesa Parekh
MANAS PROPERTIES LIMITED
 10th Floor, Dev Plaza, Opp. Andheri Fire Station,
 S.V. Road, Andheri (West), Mumbai - 400058.
 Tel Fax No.: 91-22-40383838
 Email: info@manasproperties.co.in
 Website: www.manasproperties.co.in

Applicants can contact the Compliance Officer
 or the Registrar to the Issue in case of any
 Pre-Issue or Post-Issue related problems, such
 as non-receipt of Allotment Advice, or credit
 of allotted Equity Shares in the respective
 beneficiary account or unblocking of funds, etc.

AVAILABILITY OF PROSPECTUS: Investors should note that investment in Equity Shares involves a high degree of risk and investors are advised to refer to the Prospectus and the Risk Factors contained therein, before applying in the Offer. Full copy of the Prospectus is available on the websites of the Company, the Lead Manager, the Stock Exchange and the SEBI at www.manasproperties.co.in, www.afsl.co.in, www.bseindia.com and www.sebi.gov.in respectively.

AVAILABILITY OF APPLICATION FORMS: Application forms can be obtained from the Registered Office of the Company and Corporate Office of the Lead Manager, Aryaman Financial Services Limited. Application Forms can also be obtained from the Stock Exchange and list of SCSBs available on the website of SEBI at www.sebi.gov.in and website of Stock Exchange at www.bseindia.com.

APPLICATIONS SUPPORTED BY BLOCKED AMOUNT (ASBA): Investors have to compulsorily apply through the ASBA process. ASBA has to be availed of by all investors. The investor is required to fill the Application form and submit the same to the relevant SCSB or the Registered Brokers at Broker Center or the RTA or the CDP. The SCSB will block the amount in the account as per the authority contained in Application form and undertake other tasks as per the specified procedure. On Allotment, amount will be unblocked and account will be debited only to the extent required to be paid for Allotment of Equity Shares. Hence, there will be no need for refunds. For more details on the ASBA process, please refer to the section, "Offer Procedure" beginning on Page No. 196 of the Prospectus.

BANKER TO THE OFFER: Axis Bank Limited

All capitalised terms used herein and not specifically defined shall have the same meaning as ascribed to them in the Prospectus dated March 08, 2017.

Date : March 11, 2017
 Place: Mumbai

For Manas Properties Limited
 On behalf of the Board of Directors
 Sd/-
 Chairman & Whole Time Director

Manas Properties Limited is proposing, subject to applicable statutory and regulatory requirements, receipt of requisite approvals, market conditions and other considerations, to make a Public Offer of its Equity Shares and has filed the Prospectus with Registrar of Companies, Mumbai. The Prospectus shall be available on the websites of the Company, the BSE and the LM at www.manasproperties.co.in, www.bseindia.com and www.afsl.co.in respectively. Applicants should note that investment in equity shares involves a high degree of risk and for details relating to the same, see the Prospectus, including, the section titled "Risk Factors" beginning on Page No. 10 of the Prospectus.

The Equity Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act"), and may not be Offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. Accordingly, the Equity Shares are being Offered and sold (i) within the United States to persons reasonably believed to be qualified institutional investors (as defined in Rule 144A under the U.S. Securities Act) pursuant to Rule 144A under the U.S. Securities Act and (ii) outside the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act and applicable laws of the jurisdictions where such Issues and sales occur.

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**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: Human Rights and International Humanitarian Law
Semester-VI (Batch: 2014-19)

End Semester Examination: April-May 2017

Date: 2nd May, 2017

Duration: 3 hours

Max. Marks: 50

Instructions:

- Read the questions properly and write the answers in the given answer book.
- The respective marks for each question are indicated in-line.
- Do not write any thing on the question paper.
- Indicate correct question numbers in front of the answers.
- No questions or clarifications can be sought during the exam period, answer as it is, giving reason, if any.

Marks

(10)

Q.1 Situation: Truce and Perfidy

The State of 'Antigua and Barbuda', party to the Geneva Conventions, has not recognized the existence of a state of war between itself and another State namely, 'Republic of Cabo Verde', against which it claims be conducting mere police operations. After fierce armed conflict, region commanders agree on a '*truce*' to care for the wounded. The ICRC and the Red Cross unit goes to the said region and an armed soldier is ordered to protect them. The Red Cross auxiliaries at first give care for a wounded enemy soldier who later, as they are looking after other wounded, fires from behind on soldier escorting them, but fire misses him. The soldier prepares to fire back at the *sniper*, who puts up his hands in a token of surrender. Comment and answer the following questions.

- (a) Whether "Non-recognition" has any significance in the International Humanitarian Law?
- (b) Where can the legal provisions for such a *truce* be found?
- (c) Is the Red Cross unit an integral part of the military medical service?
- (d) What do you think of the wounded man's conduct and the soldier's reaction?
- (e) Does Protocol I contain anything (whether old or new) in this context of the issue?

For your reference:

GC I-IV, Art. 1 (Respect for the Convention) and Art. 2 (Application of the Convention),

AP I, Art. 3 (Beginning and end of application)

GC I, Art. 26 (Personnel of aid societies)

AP I, Art. 8 (Civil Defence)

GC I, Art. 40 (Identification of medical and religious personnel)

Q.2 Situation: Duty to work

(10)

There has been an armed conflict between two States namely, Republic of Guinea-Bissau and Republic of Macedonia, parties to the Geneva Conventions of 1949. In a prisoner-of-war camp, volunteers are employed to work for a day to evacuate a munitions depot captured from the enemy. Volunteers are promised for better facilities to be provided and be given priority to release.

At the end of hostilities, one of the family members of the victim consults you for a legal

advise to know whether such work can be extracted.

Comment and answer the following questions:

- (a) Do prisoners who volunteer for such work renounce certain rights under the Conventions?
- (b) Are the Detaining Power's promises of better conditions for volunteers an unacceptable form of pressure?

For your reference:

- GC I-IV, Art. 2 (Application of the Convention)
 AP I, Art. 1 (General principles and scope of application)
 GC III, Art. 5 (Beginning and end of application)
 GC III, Art. 52 (Dangerous and humiliating labour)

Q.3 Situation: Combatant and Non-Combatant (10)

An armed conflict is in progress between a colonial government namely, Botswana in Africa and a "Azanian National Liberation Front" (ANLF) representing part of the local population. The obligation to distinguish between combatants and non-combatants is ignored. Combatant civilians including women and children as well as non-combatant civilians are being murdered, ill-treated, families dispersed, inhabitants driven from their villages, houses set on fire and children deported. Comment on the situation in context to the Geneva conventions and Additional Protocols and answer the following questions.

- (a) Which Conventions and provisions contain rules for the protection of non-combatants?
- (b) How is this obligation to be respected and applied in practice?

For your reference:

- GC IV, Art. 147 (Grave Breaches)
 AP I, Art. 85 (Repression of breaches of this Protocol)
 AP I, Art. 48 (Basic rule) - In order to ensure respect for and protection of the civilian population and civilian objects, the Parties to the conflict shall at all times distinguish between the civilian population and combatants and between civilian objects and military objectives and accordingly shall direct their operations only against military objectives.

Q.4 Write note on any two of the following: (2x5=10)

- (a) Command Responsibilities and Individual Criminal Responsibility
- (b) Non-International Armed Conflicts (NIAC)
- (c) New technologies of warfare

Q.5 Answer the following: (2x5=10)

- (a) The Inter-American system is a combination of human rights norms and supervisory institutions within the Americas. The applicable rules consist primarily of the American Declaration on the Rights and Duties of Man, 1948 ("American Declaration") and the American Convention on Human Rights, 1969 ("American Convention"). Analysing mass and gross violations of human rights involving forced disappearances in the context of authoritarianism and dictatorships, the court has given landmark judgement in the case of *Velásquez Rodríguez v. Honduras* in 1988. Discuss.
- (b) United Nations mechanisms for the protection and promotion of human rights.

**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: Human Rights and International Humanitarian Law
Semester-VI (Batch: 2014-19)

End Semester Examination: April-May 2017

Date: 2nd May, 2017

Duration: 3 hours

Max. Marks: 50

Instructions:

- Read the questions properly and write the answers in the given answer book.
- The respective marks for each question are indicated in-line.
- Do not write any thing on the question paper.
- Indicate correct question numbers in front of the answers.
- No questions or clarifications can be sought during the exam period, answer as it is, giving reason, if any.

Marks

(10)

Q.1 Situation: Combatant and Non-Combatant

An armed conflict is in progress between a colonial government namely, Botswana in Africa and a "Azanian National Liberation Front" (ANLF) representing part of the local population. The obligation to distinguish between combatants and non-combatants is ignored. Combatant civilians including women and children as well as non-combatant civilians are being murdered, ill-treated, families dispersed, inhabitants driven from their villages, houses set on fire and children deported. Comment on the situation in context to the Geneva conventions and Additional Protocols and answer the following questions.

- (a) Which Conventions and provisions contain rules for the protection of non-combatants?
- (b) How is this obligation to be respected and applied in practice?

For your reference:

GC IV, Art. 147 (Grave Breaches)

AP I, Art. 85 (Repression of breaches of this Protocol)

AP I, Art. 48 (Basic rule) - In order to ensure respect for and protection of the civilian population and civilian objects, the Parties to the conflict shall at all times distinguish between the civilian population and combatants and between civilian objects and military objectives and accordingly shall direct their operations only against military objectives.

Q.2 Situation: Truce and Perfidy

(10)

The State of 'Antigua and Barbuda', party to the Geneva Conventions, has not recognized the existence of a state of war between itself and another State namely, 'Republic of Cabo Verde', against which it claims be conducting mere police operations. After fierce armed conflict, region commanders agree on a 'truce' to care for the wounded. The ICRC and the Red Cross unit goes to the said region and an armed soldier is ordered to protect them. The Red Cross auxiliaries at first give care for a wounded enemy soldier who later, as they are looking after other wounded, fires from behind on soldier escorting them, but fire misses him. The soldier prepares to fire back at the *sniper*, who puts up his hands in a token of surrender. Comment and answer the following questions.

- (a) Whether "Non recognition" has any significance in the International Humanitarian

Law?

- (b) Where can the legal provisions for such a *truce* be found?
- (c) Is the Red Cross unit an integral part of the military medical service?
- (d) What do you think of the wounded man's conduct and the soldier's reaction?
- (e) Does Protocol I contain anything (whether old or new) in this context of the issue?

For your reference:

GC I-IV, Art. 1 (Respect for the Convention) and Art. 2 (Application of the Convention),
 AP I, Art. 3 (Beginning and end of application)
 GC I, Art. 26 (Personnel of aid societies)
 AP I, Art. 8 (Civil Defence)
 GC I, Art. 40 (Identification of medical and religious personnel)

Q.3 Situation: Duty to work

(10)

There has been an armed conflict between two States namely, Republic of Guinea-Bissau and Republic of Macedonia, parties to the Geneva Conventions of 1949. In a prisoner-of-war camp, volunteers are employed to work for a day to evacuate a munitions depot captured from the enemy. Volunteers are promised for better facilities to be provided and be given priority to release.

At the end of hostilities, one of the family members of the victim consults you for a legal advice to know whether such work can be extracted.

Comment and answer the following questions:

- (a) Do prisoners who volunteer for such work renounce certain rights under the Conventions?
- (b) Are the Detaining Power's promises of better conditions for volunteers an unacceptable form of pressure?

For your reference:

GC I-IV, Art. 2 (Application of the Convention)
 AP I, Art. 1 (General principles and scope of application)
 GC III, Art. 5 (Beginning and end of application)
 GC III, Art. 52 (Dangerous and humiliating labour)

Q.4 Answer the following:

(2x5=10)

- (a) The Inter-American system is a combination of human rights norms and supervisory institutions within the Americas. The applicable rules consist primarily of the American Declaration on the Rights and Duties of Man, 1948 ("American Declaration") and the American Convention on Human Rights, 1969 ("American Convention"). Analysing mass and gross violations of human rights involving forced disappearances in the context of authoritarianism and dictatorships, the court has given landmark judgement in the case of *Velásquez Rodríguez v. Honduras* in 1988. Discuss.
- (b) United Nations mechanisms for the protection and promotion of human rights.

Q.5 Write note on **any two** of the following:

(2x5=10)

- (a) Command Responsibilities and Individual Criminal Responsibility
- (b) Non-International Armed Conflicts (NIAC)
- (c) New technologies of warfare

**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

**Course: Public International Law
Semester-VI (Batch: 2014-19)**

End Semester Examination: April-May 2017

Date: 28th April, 2017

Duration: 3 hours

Max. Marks: 50

Instructions:

- Read the questions properly and write the answers in the given answer book.
- The respective marks for each question are indicated in-line.
- Do not write any thing on the question paper.
- Indicate correct question numbers in front of the answers.
- No questions or clarifications can be sought during the exam period, answer as it is, giving reason, if any.

There are 25 questions. Out of 25 questions, you have to attempt only 20 questions of your choice. Each question carries 2.5 marks

**Marks
(20x
2.5=50)**

- Q.1 What are the perceived major deficiencies of international law and how these deficiencies are being addressed or overcome? Explain with any four such deficiencies.
- Q.2 Normally, treaty is binding upon States who have expressly agreed to be bound. However, the UN Charter, although being a treaty, is an exception in several respects. Why is the UN Charter often considered to be binding on non-parties as well?
- Q.3 Are rules of customary international law and treaty law mutually exclusive all the time? Explain with citation of two examples.
- Q.4 International law recognises special customs. However, there are significant differences of opinion as not to recognise special customs as general customs. What is your opinion and explain with two such norms of special customs which may or may not be treated as general customs?
- Q.5 Do you agree that Article 51(c) of the Constitution of India reduces the position of international law in India to a mere directive principle? Explain.
- Q.6 What are three widely known reasons which dualists argue that international and municipal law have no relations whatsoever with each other? Who are the main proponents of dualism theory?
- Q.7 How can the President, Prime Minister and Foreign Minister espouse India's obligation under existing or evolving norm or rule of international law? Explain with examples in the context of India and any foreign counterpart.
- Q.8 What is the definition of a Treaty as per the Vienna Convention on Law of the Treaties, 1969? Identify any two treaties and explain how those treaties meet the criteria of a treaty as defined in the Vienna Convention?
- Q.9 What is the meaning of peremptory norm and *jus cogens*?

- Q.10 How many interest groups were there in the negotiation leading to adoption of UNCLOS 1982 and which are those groups?
- Q.11 Why the UNCLOS is often referred as the Constitution of the Oceans?
- Q.12 Passage of a foreign ship shall be considered to be prejudicial to the peace, good order or security of the coastal state if in the territorial sea it engages in certain activities. Enlist any eight such activities.
- Q.13 What is the meaning of innocent passage through territorial sea? Why the right of innocent passage of warships in territorial sea has remained a controversial question?
- Q.14 Briefly explain five cases which were brought before the ICJ by or against India. What were the main legal questions in those cases?
- Q.15 Discuss the significance of critical date in deciding the international disputes relating to territorial sovereignty. Differentiate it with intertemporal law.
- Q.16 Why does Article 4 of the Draft Articles on Diplomatic Protection 2006, a text adopted by the International Law Commission at its fifty-eighth session in 2006, and submitted to the General Assembly as a part of the Commission's report covering the work of that session (A/61/10), not require a State to prove an effective or genuine link between itself and its national along the lines suggested in the *Nattebohm* case, as an additional factor for the exercise of diplomatic protection.
- Q.17 What is acquisitive prescription? Explain how sovereignty over the islands/rocks was decided by ICJ in *Malaysia v. Singapore* (2008). (Case Concerning Sovereignty over Pedra Branca/Pulau Batu Puteh)
- Q.18 On what grounds, can a State deny extradition? What are the grounds for refusal of extradition in Indian Extradition Act, 1962?
- Q.19 *"Under public international law, two approaches could be taken to the question of jurisdiction. Either one allows States to exercise jurisdiction as they see fit, unless there is a prohibitive rule to the contrary, or the other one prohibits States from exercising jurisdiction as they see fit, unless there is a permissive rule to the contrary"*. Discuss these two approaches. Which of these approach is accepted in international law?
- Q.20 Differentiate between Pinochet Case (No.3) and Arrest Warrant Case (2000).
- Q.21 Differentiate among absolute immunity, restrictive immunity, personal immunity and functional immunity in international law.
- Q.22 Explain the rules of State Succession for newly independent States.
- Q.23 Write a short note on the Kellogg - Brand Pact 1928.
- Q.24 Which are the Articles in the United Nations Charter 1945, specifically focuses on the settlement of international disputes?
- Q.25 Discuss how arbitration can be used as a means for peaceful settlement of international disputes between States.

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GANDHINAGAR**

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**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: Family Law-II
Semester-VI (Batch: 2014-19)

End Semester Examination: April-May 2017

Date: 26th April, 2017

Duration: 3 hours

Max. Marks: 50

Instructions:

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- Indicate correct question numbers in front of the answers.
- No questions or clarifications can be sought during the exam period, answer as it is, giving reason, if any.
- Bare Act is not allowed.

Part-A**Marks**

Answer all questions

- Q.1 Mohammad Kasim, a resident of Rajagiri, Madras was a man of enterprise and acquired considerable properties by his business in foreign countries. In the year 1958, he established a school known as Madras Kassima for the benefit alike of Muslims and non-Muslims. Two years later he started a free dispensary which again was to serve the need of sick irrespective of the community to which they belonged. In 1962, in order to place the two institutions on a sound footing, executed a document named as 'a Deed of *Waqf*' and declared in public himself as the Mutawali. Rules were laid down as well, for the management of the institutions. The document declares the intention of the founder that the benefit there under should not be restricted to the members of the Muslim community alone. (10)
- In 1970 Mohammad Kasim expanded the ambit of school by converting it into a degree college and registered the same as Kassimia Charity Institution under the Charitable Endowments Act, 1890. After the death of Mohammad Kasim in 1972, there were complaints about the management of the institutions by successors of Mohammad Kasim i.e. his son Iftar Khan. Certain residents of the locality instituted a suit under Section 92 of the C. P. C., 1908 inter alia for settling a scheme for better management wherein district court appointed a committee to look after the affairs of Kassimia Charity Institution and Dispensary.
- In 1974 after some previous correspondence on the subject, the *Waqf* Board of Madras, called upon the Kassimia Charity Institution and Dispensary to have the *Waqf* registered under the *Waqf* Act, 1954 and to submit all accounts. Iftar Khan refused to register the same and alleged that the Kassimia Charity Institution and Dispensary will not be a *Waqf* within the purview of the *Waqf* Act, 1954 and that its provisions will have no application to it. Furthermore, he claimed as head he has all the powers pertaining to the management of institution and dispensary. In light of the given facts advise the *Waqf* Board of Madras and Iftar Khan appropriately.
- Q.2 Meera and her husband Sudhir were estranged and living apart since many years. The husband, by a letter in 1968 entrusted her the land measuring 5 acre, monthly rent of his flat (₹ 500 per month) and additionally agreed to pay a sum of ₹ 5,000 per month for her (10)

maintenance. After a few years Meera approached the family court for divorce on the ground of desertion from last 3 years. However, in December 1971 the family court granted the decree of judicial separation along with the custody of their two daughters to Meera. In accordance with the provisions of the Hindu Marriage Act, 1955 court also permitted Meera to continue with possession of the property of her husband as he entrusted it in 1968 for her maintenance and court also ordered that Meera shall continue to receive the rent of flat and ₹ 5,000. In February 1972, Sudhir died leaving behind his two daughters, Meera, his mother, father and two brothers. After the death of Sudhir, the mother and brother of Sudhir filed a petition in the court of law against Meera for partition of the total property of Sudhir which was in possession of Meera. Mother and brother of Sudhir also claimed the appropriate share in the rent amount which she received from the flat, However, Meera denied the claim. In accordance with the provisions of the Hindu Succession Act, 1956, advise both parties and divide the property of Sudhir, if any.

- Q.3 Radheshyam in his joint Hindu *Mitakeshara* family had wife Sunita, three sons Raju, Vinod and Suresh. Suresh solemnised his marriage in 1985 with Geeta and had one son Rajesh and one daughter Sita. In 2006 Radheshyam died leaving behind his self-acquired property worth ₹ 5 lakhs and his undivided interest in joint Hindu family property worth ₹ 20,000 which was divided among his legal heirs. In 2007 Sunita received 2 acres of land from her father after his death as legal heir. In 2008 Suresh died and left behind his self-acquired property worth ₹ 50,000 and his undivided interest in joint Hindu family worth ₹ 20,000 which was taken appropriately by his legal heirs in accordance with the provisions of the Hindu Succession Act, 1956. In 2015 Sunita died and left behind her property which she received from her husband, father and Suresh. Sunita left behind Geeta, her sister Vinita, mother Parvati and brother Ratan. Rajesh, Raju, Vinod and Sita predeceased her without leaving any property. Divide the total property of Sunita among eligible legal heirs in accordance with the provisions of the Hindu Succession Act, 1956. (10)
- Q.4 *‘Marz-ul-maut is a combination of rules derived from two branches of Muslim law, the law of gift and law of will. The concept of marz-ul-maut is based on donatio mortis causa, as a gift of ambiguous nature, not exactly a gift, nor exactly a legacy’.* Do you agree with the statement? Support your answer with relevant provisions of Muslim Law of Gift (Hiba) and Will. (08)
- Q.5 Differentiate between *Sadaqah* and *Ariat*. (02)

Part-B

Answer any two of the following:

- Q.6 Elaborate the provisions pertaining to devolution of property in case of simultaneous death of two heirs in Hindu and Muslim law with suitable examples. (05)
- Q.7 Differentiate between *Hiba- Il-Iwaz* and *Hiba-Ba-Shartul-Iwaz* with suitable examples. (05)
- Q.8 What do you understand by *Shuafa*? Differentiate between Shia and Sunni schools of Muslim law relating to *Shuafa* and its procedure. (05)

Schedule of the Hindu Succession Act, 1956**Class I Heirs**

1. Son
2. Daughter
3. Widow
4. Mother
5. Son of a predeceased son
6. Daughter of predeceased son
7. Widow of predeceased son
8. Son of predeceased daughter
9. Daughter of predeceased daughter
10. Son of predeceased son of predeceased son
11. Daughter of predeceased son of predeceased son
12. Widow of predeceased son of a predeceased son
13. Son of a pre-deceased daughter of a pre-deceased daughter
14. daughter of a pre-deceased daughter of a pre-deceased daughter
15. daughter of a pre-deceased son of a pre-deceased daughter
16. Daughter of a pre-deceased daughter of a pre-deceased son

Class II Heirs

- I. Father
- II. (1) Son's daughter's son (2) son's daughter's daughter, (3) brother, (4) sister.
- III. (1) Daughter's son's son, (2) daughter's son's daughter, (3) daughter's daughter's son, (4) daughter's daughter's daughter.
- IV. (1) Brother's son (2) Sister's son, (3) brother's daughter (4) Sister's daughter.
- V. Father's father. Father's mother.
- VI. Father's widow, brother's widow.
- VII. Father's brother, father's sister.
- VIII. Mother's father, mother's sister.
- IX. Mother's brother, mother's sister.

**GUJARAT NATIONAL LAW UNIVERSITY
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Part-A		Marks
Answer all questions		
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Q.3	Meera and her husband Sudhir were estranged and living apart since many years. The husband, by a letter in 1968 entrusted her the land measuring 5 acre, monthly rent of his flat (₹ 500 per month) and additionally agreed to pay a sum of ₹ 5,000 per month for her maintenance. After a few years Meera approached the family court for divorce on the ground of desertion from last 3 years. However, in December 1971 the family court granted the decree of judicial separation along with the custody of their two daughters to Meera. In accordance with the provisions of the I Hindu Marriage Act, 1955 court also permitted Meera to continue with possession of the property of her husband as he entrusted it in 1968 for her maintenance and court also ordered that Meera shall continue to receive the rent of flat and ₹ 5,000. In February 1972, Sudhir died leaving behind his two daughters, Meera, his mother, father and two brothers. After the death of	(10)

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- Q.5 Differentiate between *Sadaqah* and *Ariat* (02)

Part-B

Answer any two of the following:

- Q.6 Differentiate between *Hiba- Il-Iwaq* and *Hiba-Ba-Shartul-Iwaq* with suitable examples. (05)
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