

**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: Law of Banking and Insurance
Semester- I (Batch: 2022-23)

End Semester Examination: November 2022 (LL M)

Date: 30th Nov, 2022

Duration: 3 hours

Max. Marks: 50

Instructions:

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

- | | Marks |
|---|--------------|
| Q.1 Answer any two of the following: | (5x2=
10) |
| a) Explain the meaning of the term 'Negotiation by Indorsement'. Explain the methods prescribed under the Negotiable Instruments Act, 1881 for converting an instrument indorsed in blank into indorsement in full describing the responsibility of original indorser and the holder who converts. | |
| b) What do you mean by presentment for acceptance and presentment for payment of negotiable instruments? A draws on B a bill payable three months after sight. How will the maturity of such bill be fixed? | |
| c) What are the major advancements made by the Supreme Court in the case of Dashrath Roopsingh Rathod pertaining to territorial jurisdiction for offence under Section 138 of the Negotiable Instruments Act, 1881? Explain the legislative measures taken after this decision for settling the issue of territorial jurisdiction for such offence. | |
| Q.2 Explain the concept and procedure of Enforcement of Security Interest under the Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002. Critically analyse the remedy available to an 'aggrieved person' under the Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002. Substantiate your answer with the help of leading case laws and relevant examples. | (10) |
| Q.3 Answer any one of the following: | (5) |
| a) Bad Bank | |
| b) Is the bank liable for loss of locker contents? | |
| Q.4 Discuss the importance and controversies regarding status of 'Nominee & Assignee' under the Life Insurance Policy as per the Insurance Laws (Amendment) Act, 2015. | (10) |
| Q.5 " <i>Uberrima fides</i> is the name of the legal doctrine, which governs insurance contracts. This means that all parties to an insurance contract must deal in good faith, making a full declaration of all material facts in the insurance proposal. A person buying insurance is | (10) |

held to the highest standard of honesty in dealings with the insurer. A lesser level of truthfulness is the insurer's right to avoid the contract"-Discuss the above-mentioned doctrine in its practical application to non-life insurance contracts with the help of decided cases and illustrations.

- Q.6 Discuss the liability of the Insurance Company on the concept of 'non-disclosure and misrepresentation', before and after passing of the Insurance (Amendment) Act, 2015 with the help of decided cases. (5)
